

# **EXHIBIT B**



**CAMPUS MANAGEMENT CORP.  
MASTER AGREEMENT FOR  
SOFTWARE AS A SERVICE (SAAS),  
SOFTWARE AND PROFESSIONAL SERVICES**

Effective Date: June 30, 2020

Customer Name: Southwest Wisconsin Technical College  
 Entity Type: A state agency  
 Address: 1800 Bronson Boulevard  
 City, State, Zip: Fennimore, Wisconsin 53809  
 Phone Number: (608) 822-3262  
 Fax Number: \_\_\_\_\_

Campus Management Corp.  
 A Florida corporation  
 5201 Congress Avenue  
 Boca Raton, Florida 33487  
 Phone Number: (561) 923-2500  
 Fax Number: (561) 999-0096

**THIS MASTER AGREEMENT, EXHIBITS, SCHEDULES and ADDENDA**, as mutually executed from time-to-time and referenced in this master agreement (collectively, the "Agreement") is entered into between Campus Management Corp. ("CMC") and the party named above ("Customer") (CMC and Customer are sometimes collectively referred to as the "Parties" or individually as a "Party").

- |              |                         |
|--------------|-------------------------|
| Exhibit A-1: | SaaS Scope and Fees     |
| Exhibit A-2: | SaaS Tiers              |
| Exhibit A-3: | Support and Upgrades    |
| Exhibit A-4: | Service Level Agreement |

The general terms ("General Terms") below apply to the CMC SaaS (as hereinafter defined) and all applicable services, including professional services. Specific terms and conditions that apply only to certain software or services are contained in the applicable Schedules and Exhibits for such software or services. In the event of a conflict between the General Terms and any term contained in a Schedule, Exhibit, and/or Addendum, the following shall be the order of precedence: the Addendum, the Exhibit, the Schedule and the General Terms, and in the event of a conflict between the General Terms and any term contained in a Statement of Work and/or Change Order, the following shall be the order of precedence: the Change Order, the Statement of Work and the General Terms.

#### GENERAL TERMS

##### 1. DEFINITIONS

"Addendum" means a mutually executed addendum which amends this Agreement and is incorporated herein by reference.

"Ancillary Programs" means the applicable third party software delivered with the CMC Software and any related documentation.

"Campus" means a unique identification code used for each Record Count group contained in a database.

"Change Order" shall have the meaning specified in Section 5.2.

"CMC Marks" means any trademarks, service marks, service or trade names, logos and other designations of CMC and its affiliates that CMC may make available to Customer in connection with this Agreement.

"CMC Proprietary Materials" means, collectively, the CMC SaaS, CMC Software, Documentation, APIs and any other system or technology used, owned or licensed by CMC or its affiliates in connection with the provision of the CMC SaaS, including, without limitation, any related communications/integration network designed,

developed or implemented by CMC or its affiliates or licensors, and all software, proprietary elements, documentation, records and other trade secrets or know-how related to any of the foregoing, including, but not limited to, all copyrights, trademarks, patents, trade secrets and other intellectual property rights inherent therein or appurtenant thereto, and any modifications, enhancements, updates and upgrades thereto owned by CMC, its affiliates or licensors as of the Effective Date or thereafter created, designed or developed by CMC, its affiliates or licensors.

"CMC SaaS" or "CMC Software as a Service" means the CMC Software and the applicable related services specified in the SaaS Tiers, made available and deployed to Customer as a cloud service. In the event Customer has or is licensing a Perpetual License, the CMC Software referred to as part of the CMC SaaS shall refer to Customer's Perpetual License.

"CMC Software" means the software applications owned or licensed by CMC and specified in Exhibit A-1 hereto made available by CMC for use by Customer as part of the CMC SaaS. In the event Customer has a Perpetual License, "CMC Software" shall refer to the Perpetual License, and Customer shall receive the applicable services specified in Customer's SaaS Tier with respect to the Perpetual License of the CMC Software which will be made available to Customer as a cloud service.

"CMC Tenant" shall mean CMC's Microsoft Azure Active Directory tenant.

"Content" means data, text, audio, video, images or other content.

"Customer Data" means the data (including text, audio, video, and image files) contained within the CMC Software, or the SaaS of Third Party Partner Application, if applicable.

"Customer Data Breach" shall have the meaning specified in Section 9.1(b).

"Customer Tenant" shall mean Customer's Microsoft Azure Active Directory tenant.

"Deliverables" means CMC work product identified as a "Deliverable" in a Statement of Work that may consist of software, analyses, designs, routines, scripts, methodologies, techniques, documentation, training manuals, or fixes, new releases or enhancements or derivative works of the foregoing.

"Disaster" means an event that, as determined by CMC, causes CMC's data center services to be unavailable in whole or in part, by physical or cyber casualty at any time during the Term and such damage prevents CMC from securely delivering its services within a reasonable amount of time.

"Documentation" means the developer guides, user guides, and technical and operations manuals for the CMC SaaS provided by CMC.

"DR Recovery Database", shall have the meaning specified in Exhibit A-2.

"Downtime" shall have the meaning specified in Exhibit A-4 (Service Level Agreement).

"Exhibit" means any attachment hereto, which shall be ordered sequentially (e.g., Exhibit A-1, Exhibit A-2).

"FTE" or "Full Time Equivalent" shall have the meaning specified in Exhibit A-1.

"Go-Live" means Customer's first use of the CMC Software in a Production Environment.

"IaaS/PaaS" means infrastructure as a service or platform as a service provided by a third party provider that may be made available by CMC to Customer as a reseller of such services. If Customer purchases IaaS/PaaS, the specific terms applicable to IaaS/PaaS will be specified in an Addendum to this Agreement and the IaaS/PaaS will also be subject to specific terms between Customer and the applicable third party provider of the IaaS/PaaS.

"IaaS/PaaS Content" means Content or software that a Customer runs, stores, processes or uploads on to the IaaS/PaaS or if applicable, Content that a Customer stores, processes or uploads on to any Third Party Product or any other software application used by Customer that is made available to Customer by any third party not expressly licensed by CMC to Customer. For avoidance of doubt, Customer Data does not include IaaS/PaaS Content.

"Initial Term" shall have the meaning specified in Exhibit A-1.

"Login Credentials" means any password, authentication keys or security credentials that enable Customer's access to and management of the CMC SaaS.

"Named Users" means the individuals named by Customer, as applicable, with User IDs who are employed by Customer and authorized to access and use CMC SaaS, subject to and in accordance with this Agreement.

"Non-production Environment" means any testing, training, and other non-production, non-live environments. Non-production Environments are: (i) only available during Normal Working Hours; (ii) accessible to a limited number of Users; and (iii) not entitled all services that Customer's Production Environments receive.

"Normal Working Hours" shall have the meaning specified in Exhibit A-3.

"Perpetual License" means, if applicable to Customer, the perpetual license of the CMC Software licensed to Customer: (i) in the applicable Exhibit to this Agreement subject to the General Terms and the terms of Schedule B attached hereto; or (ii) pursuant to a perpetual license agreement previously entered into between CMC and Customer; which use will now be governed by the provisions of Schedule B attached hereto provided, Customer is and remains in full compliance with the terms of such license. Only certain CMC Software is available as a Perpetual License, if the CMC Software licensed to Customer is a Perpetual License it will be indicated in Exhibit A-1, if not so indicated Customer will not have a Perpetual License.

"Policies" means CMC's written policies to the extent applicable (e.g., Acceptable Use Policy, E-mail and Anti-Spam Policies) all of which are posted on the CMC web site at <http://www.campusmgmt.com/policies/CloudPolicies>, as may be updated from time to time.

"Production Environment" means the specific environments including hardware, software, and database instance, which are exclusively used as the single authoritative and live system Customer uses for transactional processing. Production Environment excludes any and all testing, training, and other non-production, non-live application or environments.

"Professional Services" shall have the meaning specified in Section 5.

"Release" shall have the meaning specified in Exhibit A-3.

"SaaS of Third Party Partner Application" means a software application that is made available to Customer by a third party in collaboration with CMC for use by Customer in conjunction with the CMC SaaS. If use of the SaaS of Third Party Partner Application is applicable to Customer, the specific terms applicable to such application will be specified in an Addendum or SOW to this Agreement.

"SaaS Tiers" means the tiers described in Exhibit A-2. The specific SaaS Tier subscribed to by Customer is specified in Exhibit A-1 and is sometimes referred to herein as "Customer's SaaS Tier".

"Statement of Work" or "SOW" shall have the meaning specified in Section 5.

"Term" shall have the meaning specified in Exhibit A-1.

"Third Party Products" means any software application used by Customer that is not licensed by CMC to Customer as part of the CMC SaaS that Customer must have and must license in order to use the CMC SaaS. A list of Third Party Products can be found at <http://www.campusmgmt.com/policies/ThirdPartyProducts> and also includes Azure Active Directory, which may be updated by CMC from time to time.

"Travel and Expenses" shall have the meaning specified in Section 6.4.

"Upgrade" shall have the meaning specified in Exhibit A-3.

"User" means the individuals concurrently logged in or the Named Users, as applicable, with User IDs who are employed or contracted by Customer and authorized to access and use CMC SaaS, subject to and in accordance with this Agreement.

"User ID" shall mean the unique identification name and password assigned to a User that is required to gain access to the CMC Software.

## 2. USE OF THE CMC SaaS

**2.1 Grant of Subscription Rights.** During the applicable Term, Customer hereby subscribes for, and CMC hereby grants to Customer, a non-transferable, non-exclusive, limited license for the Users to access and use the CMC SaaS via the Customer-supplied Internet connection or proprietary telecommunications line(s) with respect to the Users. In the event Customer has or is licensing a Perpetual License, the CMC Software being accessed as part of the CMC SaaS refers to the Perpetual License.

**2.2 Ancillary Programs.** Customer is hereby granted rights to use the Ancillary Programs, subject to all other limitations and conditions herein and as may be specified in Exhibit A-1. To the extent available, CMC passes through all warranties and remedies provided by such third party software provider. CMC reserves the right to replace Ancillary Programs with substantially similar products, at CMC's expense. All license restrictions, Customer restrictions on uses, termination rights, Customer security, data privacy and applicable law compliance obligations, intellectual property protections, disclaimers and limitations herein shall apply to the Ancillary Programs. This Agreement does not grant any rights to copy, modify, or distribute the Ancillary Programs.

## 3. SCOPE OF SERVICES

**3.1 Scope of Services.** CMC will deploy and administer the CMC SaaS. The SaaS Tiers specify the applicable services that are available as part of the CMC SaaS, subject to the CMC Software and related SaaS Tier subscribed to by Customer.

**3.2 Standard of Performance.** CMC agrees to provide the CMC SaaS to and for the benefit of Customer in accordance with the terms of this Agreement, all Schedules and Exhibits hereto, and use industry practices and methods to provide the CMC SaaS to Customer.

**3.3 CMC Relationship Manager.** CMC will appoint a relationship manager to manage the relationship established by this Agreement (the "CMC Relationship Manager") who will (i) coordinate and monitor CMC obligations under this Agreement, and (ii) serve as the primary liaison with the Customer Relationship Manager.

**3.4 Control of Services.** CMC may, in its sole discretion (i) reengineer CMC network components or infrastructure and/or change locations where services are performed; (ii) perform its obligations through its subsidiaries or affiliates, or through the use of selected independent subcontractors or providers; and (iii) modify and/or replace technology or service architectures relating to the services. Notwithstanding clause (ii) above, CMC shall be responsible for such other party's performance of CMC obligations.

**3.5 Changes to the CMC SaaS.** In addition to CMC's rights in Section 8.2(b)(iii), due to technology advancements and changes to CMC Software, CMC may change, discontinue or deprecate the CMC SaaS or change or remove features or functionality of the CMC SaaS from time to time. CMC will provide Customer with six (6) months prior notice of any material changes or discontinuance.

**3.6 Services Outside Scope.** Any custom services provided outside the scope set forth in this Agreement, or specified in this Agreement will require an Addendum or SOW, as applicable, subject to CMC's requirements, including, without limitation, any billing, and technical requirements. Any changes in federal, state or local requirements, or any Customer specific requirements, including, without limitation, with respect to security or privacy, that result in CMC providing additional services or incurring costs, shall be billed to and promptly paid by Customer. CMC reserves the right to refuse to provide certain services in the event Customer's requirements are not practicable or changes in law affect CMC's performance of obligations hereunder.

## 4. CUSTOMER'S OBLIGATIONS

**4.1 Technical Data and Information.** Customer shall provide CMC with all technical data and all other information CMC may reasonably request from time to time to allow CMC to supply the CMC SaaS to Customer. All information Customer supplies will be complete, accurate and given in good faith.

**4.2 Lawful Use; Policies.** Customer will use the CMC SaaS for legitimate and lawful business purposes only and Customer agrees to adhere and cause its Users to adhere to the Policies.

**4.3 IaaS/PaaS Content.** Customer is solely responsible and CMC shall have no liability, for the IaaS/PaaS Content that Customer, Users or Customer's subcontractors creates, installs, uploads or transfers.

**4.4 Customer Relationship Manager.** Customer will appoint a relationship manager to manage the relationship established by this Agreement ("Customer Relationship Manager") who will:

(a) Coordinate and monitor Customer's obligations under this Agreement, and serve as the primary liaison with the CMC Relationship Manager;

(b) Provide communication on events such as requesting an increase in scope and reporting problems with the CMC SaaS;

(c) Manage Customer contact records in CMC ServiceDesk who shall receive outage and maintenance notifications.

**4.5 Connectivity; Single Sign-On Requirements.** Customer agrees to provide the high-speed Internet and telecommunications connections and supporting equipment required by CMC to maintain connectivity between Customer's remote location(s) and the CMC SaaS location. Customer will bear the costs of such connections. Customer agrees that if required by Customer's SaaS Tier, it will meet the requirements specified in <https://www.campusmanagement.com/Single-Sign-On> for single sign-on in order to be able to access the CMC SaaS.

**4.6 Third Party Products.** The CMC SaaS requires components of Third Party Products which may include Microsoft products. Customer represents and warrants that all Customer computers accessing the CMC SaaS have and will maintain current licenses of all Third Party Products in compliance with their applicable licensing requirements. CMC is not responsible for the operation or suitability of any Third Party Product. Customer agrees that any technical support related to any Third Party Product, but not directly related to the CMC Software, are not the responsibility of CMC. CMC may periodically revise the list of Third Party Products and recommend newer versions of a Third Party Product. Customer must have the current version of the Third Party Products as listed on the list of Third Party Products. Customer agrees to hold harmless, indemnify, and defend, CMC, its officers, directors, employees, contractors, and subcontractors from any license enforcement action(s), infringement suit(s), tort(s), demand(s), or judgment(s), including, without limitation, attorneys' fees, expenses and all damages, resulting from Customer's failure to maintain required software licenses for the Third Party Products or use of unlicensed software on the CMC SaaS. Publicly funded state institutions shall be liable for damages incurred by CMC, but shall not be required to also indemnify or hold harmless CMC to the extent applicable state laws expressly prohibit the institution from indemnifying CMC.

**4.7 Print Drivers.** CMC uses the Citrix universal print driver. Other printers may work, but Customer acknowledges that formatting and functionality may fail on any non-compliant printing standards or drivers. Customer may require assistance from its authorized printer vendor.

**4.8 Delay.** CMC's ability to deliver the services depends upon Customer's full and timely cooperation, dedication of skilled

resources, as well as the accuracy and completeness of any information Customer provides. Notwithstanding anything herein to the contrary, in the event that failure of any of the foregoing or Customer's delay or non-performance of any obligation under this Agreement causes a delay in CMC's performance of its obligation hereunder which reasonably relies on Customer's timely cooperation and performance, the period of time for CMC's performance shall be extended proportionately, and additional costs may be incurred by Customer.

## **5. TERMS AND CONDITIONS APPLICABLE TO PROFESSIONAL SERVICES.**

The Parties shall enter into a statement of work ("Statement of Work" or "SOW"), which terms shall apply along with the applicable terms of this Agreement, for implementation, integration and/or other services mutually agreed upon, as applicable ("Professional Services").

**5.1 Summary of Service.** Unless otherwise stated, all work schedules of a relevant Statement of Work shall be considered reasonably accurate estimates, subject to revision. CMC shall maintain daily time records of hours, a summary of which shall accompany invoices which are submitted to Customer. CMC's standard work days are Monday through Friday. All Professional Services provided by CMC during non-standard hours shall be governed by CMC's Policy for Non-Standard Hours, which is posted at <http://www.campusmgmt.com/policies/NonStandardBusinessHours>. CMC shall not perform any Professional Services during non-standard hours, without the prior consent of Customer.

**5.2 Change Orders; Assumptions.** Either Party may initiate a change to the Statement of Work by proposing in writing details of such change. The other Party shall promptly respond to any proposed changes. Both Parties shall work together to identify any schedule or price increase resulting from the change. If the Parties are mutually agreeable to any changes to the Statement of Work, then they shall enter into a mutual written change order executed by officers of both Parties ("Change Order"). Customer acknowledges that any additional changes to the assumptions in the Statement of Work may affect time and/or costs.

**5.3 Fees.** The Statement of Work shall specify whether Customer shall pay (i) hourly rates, as set forth in the non-binding estimate of labor costs for Professional Services performed on a time and materials basis, or (ii) fixed fees. The standard hourly rates for Professional Services are set forth in the Statement of Work. However, any rate increases during the period of performance of a Statement of Work shall not increase the rates applicable to the Professional Services set forth in such Statement of Work.

**5.4 Invoice.** CMC shall invoice Customer for Professional Services as set forth in the Statement of Work. Unless otherwise stated in writing, Professional Services and Travel and Expenses shall be invoiced and Customer shall pay CMC within thirty (30) days of the date of invoice.

### **5.5 Cancellations; Termination.**

(a) Customer acknowledges that CMC allocates its resources to provide services to Customer. In the event Customer cancels any scheduled services with less than fifteen (15) business days prior written notice to CMC, and CMC cannot after using good faith efforts reallocate its resources, then Customer shall promptly pay CMC the amount of lost fees (based on the difference between the projected scheduled services for Customer and the fees actually received) and any out-of-pocket expenses actually incurred by CMC.

(b) Notwithstanding the foregoing, in the event of the termination by Customer of a fixed fee SOW for any reason, other than

because of CMC's uncured breach, Customer must pay CMC for the full amount of the fixed fee specified in the SOW.

(c) Notwithstanding the foregoing, any termination or cancellation shall have no effect on Customer's obligation to pay the applicable fees and out-of-pocket expenses actually incurred by CMC for Professional Services that are rendered through the effective date of termination or cancellation.

**5.6 Progress Reports and Meetings.** Each Party shall appoint a representative to act as its designated representative and liaison for the Professional Services being performed by CMC for Customer. Status review meetings or teleconferences may be held on a periodic basis as reasonably agreed upon by Customer and CMC, in order to review the status of Professional Services and to resolve any related issues. Each Statement of Work and Change Order may provide for specific progress reporting.

## **6. FEES, PAYMENT AND TAXES**

**6.1 General.** The pricing for the CMC SaaS and services (other than Professional Services) provided herein is set forth in Exhibit A-1. All prices are quoted in U.S. dollars and all payments made by Customer shall be in U.S. dollars.

**6.2 Billing and Payment Dates.** CMC will bill Customer for the CMC SaaS and Customer shall pay CMC in full on or before the 30th day following the date of the invoice. If Customer falls into arrears on payments, CMC may require Customer to maintain a deposit as a condition to CMC continuing to provide the CMC SaaS.

**6.3 Restrictions on Price Increases for CMC SaaS.** Upon expiration of the Initial Term or of any Renewal Term, CMC may increase its rates for the same services contracted hereunder for any subsequent Renewal Term, by up to three percent (3%) over the percentage increase of the U.S. Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers, all Cities, per annum (calculated on an average annual basis over the applicable term). Notwithstanding the foregoing, CMC may exceed such increase to account for a material change outside of CMC's control that causes increased costs associated with providing the CMC SaaS if CMC provides written notice of such additional increase to Customer at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.

**6.4 Out-of-Pocket Costs.** Except as otherwise set forth in this Agreement, prices quoted for services do not include travel and out-of-pocket expenses. Customer shall reimburse CMC for its reasonable expenses, including, without limitation, costs of travel (air and cab fare, lodging, auto rental or local mileage, standard per diem, etc., based on M&I standard U.S. Government per diem rates, and subject to any other guidelines mutually agreed upon by both Parties) and reasonable out-of-pocket costs for photocopying, overnight courier, long-distance telephone and the like (collectively, "Travel and Expenses"). CMC will maintain records of Travel and Expenses, and upon Customer's reasonable request, CMC will provide copies of hotel and airfare records. CMC's Professional Services Travel Policy and Expenses Guidelines is posted on the CMC web site at <http://www.campusmgmt.com/policies/TravelPolicy>, as may be amended from time to time.

**6.5 Late Fees.** Any amount invoiced pursuant to this Agreement and not paid in full as required herein shall bear interest at the lesser of 1.5% per month or the highest rate allowed by applicable law, and shall be subject to reasonable costs and attorney's fees related to collection. Upon written notice, CMC reserves the right to suspend any or all services to delinquent accounts until such time as the account

is brought current and Customer agrees to hold CMC harmless for any interruption of CMC SaaS arising from any payment delay.

**6.6 Taxes.** Customer will promptly pay, indemnify and hold CMC harmless from all taxes on the CMC SaaS, including transaction, local, value-added, sales and service taxes (including interest and penalties), other than taxes on the net income or profits of CMC. Subject to any applicable laws, the foregoing will not apply to the extent Customer is formed as a not-for-profit or publicly funded state organization and promptly provides CMC an applicable tax exempt certificate. All prices quoted are net of taxes.

**6.7 Disputed Invoice.** Customer may withhold any invoiced line item amounts due hereunder if it, in good faith, disputes the item in a detailed writing within twenty (20) days of receipt of the invoice and promptly pays the undisputed amounts. CMC reserves the right to cease work without prejudice if undisputed amounts are not paid within thirty (30) days after the date of the invoice. CMC may allocate payments received to fees and expenses in its sole discretion and Customer's communications on or with payments shall not be construed as a novation.

**6.8 Changes.** Customer may request to expand the CMC SaaS by delivering a written request and entering into a mutually executed Addendum. The initial number of Users is set forth in Exhibit A-1. Customer and CMC may agree to increase the agreed upon number of Users or Record Count, subject to payment of then applicable rates. No adjustment in fees shall be made for any decrease in number of Users or Record Count.

## 7. TEMPORARY SUSPENSION

**7.1 Generally.** CMC may suspend Customer's right to access or use any portion of, or all of the CMC SaaS, or IaaS/PaaS, if applicable, immediately upon notice to Customer if:

(a) Customer's use of the CMC SaaS (i) poses a security risk to the CMC SaaS or any third party; (ii) may adversely impact the CMC SaaS or any other CMC customer; (iii) may subject CMC, its affiliates or any third party to liability; (iv) may be fraudulent; or (v) violates Policies;

(b) suspension is required by law, or pursuant to CMC's receipt of a subpoena, administrative order or other request by a law enforcement agency;

(c) Customer is in breach of this Agreement, including Customer is delinquent on its payment obligations (except for payments disputed in accordance with Section 6.7 of this Agreement) for more than 30 days; or

(d) Customer fails to respond to a claim of alleged infringement.

**7.2 Effect of Suspension.** If CMC suspends Customer's right to access or use any portion or all of the CMC SaaS:

(a) Customer is responsible for all fees and charges Customer has incurred through the date of suspension;

(b) Customer remains responsible for any applicable fees and charges for CMC SaaS to which Customer continues to have access, if applicable, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; and

(c) Customer will not receive any service credits under the Service Level Agreement for any period of suspension.

CMC will not erase any Customer Data as a result of Customer's suspension. CMC's right to suspend Customer's access to CMC SaaS is in addition to CMC's right to terminate this Agreement pursuant to this Agreement.

## 8. TERM AND TERMINATION

**8.1 Term.** The term of the CMC SaaS and services (other than Professional Services or Perpetual License) shall be as set forth in Exhibit A-1.

### 8.2 Termination.

(a) **Customer.** Customer may terminate:

(i) this Agreement with cause in the event CMC materially breaches its obligations under this Agreement and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from Customer;

(ii) a Statement of Work, with cause in the event CMC materially breaches its obligations under such Statement of Work and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from Customer;

(iii) this Agreement (other than a Perpetual License) early upon sixty (60) days' written notice and payment of early termination fee as set forth in Exhibit A-1;

(iv) a time and materials Statement of Work with not less than fifteen (15) days' notice, subject to Section 5.5, unless otherwise stated in the Statement of Work; or

(v) a Schedule, with cause in the event CMC materially breaches its obligations under such Schedule and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from Customer;

(b) **CMC.** CMC may terminate:

(i) this Agreement with cause, in the event Customer materially breaches its obligations under this Agreement and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from CMC, or immediately upon notice to Customer, if any act or omission by Customer results in a suspension described in Section 7.1 above;

(ii) a Statement of Work, with cause in the event Customer materially breaches its obligations under such Statement of Work and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from CMC;

(iii) this Agreement immediately upon notice to Customer: (A) if CMC's relationship with a third party who provides software or other technology CMC uses to provide the CMC SaaS expires, terminates or requires CMC to change the way it provides the software or other technology as part of the CMC SaaS; (B) if it is CMC's good faith belief that providing the CMC SaaS could create a substantial economic or technical burden or material security risk for CMC; (C) in order to comply with the law or requests from governmental entities; or (D) if CMC determines that the use of the CMC SaaS has become impractical or unfeasible for any legal or regulatory reason; or

(iv) a Schedule, with cause in the event Customer materially breaches its obligations under such Schedule and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from CMC.

(c) **Bankruptcy.** Either Party may terminate this Agreement, without notice, if the other Party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the Party and is not dismissed within sixty (60) days. Furthermore, the Parties acknowledge and agree that this Agreement is for the license of intellectual property

that is subject to Bankruptcy Code Section 365(n), and that Customer shall be entitled to all rights thereunder in the event of a bankruptcy event.

### **8.3 Effect of Termination.**

#### **(a) Agreement.** Upon termination of this Agreement:

(i) Except as provided in Section 8.3(e), Customer's right to use and possess the CMC Proprietary Materials (and any Deliverables that have not been paid for in full) shall immediately cease, become void, lapse and be of no further force and effect.

(ii) CMC will disable Customer's access to the CMC SaaS, and if applicable, the IaaS/PaaS, and Customer shall promptly pay all amounts due.

(iii) CMC will retain Customer Data in an SFTP server for a 30 day period following the expiration or termination of this Agreement so that Customer may, after CMC's receipt of payment in full, extract Customer Data. Upon conclusion of such 30-day period, CMC will disable Customer's access to the SFTP server and permanently erase the Customer Data. For purposes herein, "permanently erased" means the Customer Data has been completely overwritten and is unrecoverable. CMC shall have no responsibility to Customer with respect to any IaaS/PaaS Content, including any return or retention of the IaaS/PaaS Content at any time during the Term. Customer shall pay CMC its reasonable fees and expenses on a time and materials basis if CMC assists Customer with the transition of the Customer Data to Customer.

(b) The termination of this Agreement shall serve to terminate all existing Addenda and Statements of Work, unless otherwise agreed to in writing by the Parties, or as provided in Section 8.3(e) below.

(c) Customer acknowledges and agrees that termination as provided in Section 8.2(a)(iii) of this Agreement or as a result of Customer's breach as provided in Section 8.2(b)(i) of this Agreement, shall result in its surrender of pre-payments and require Customer to promptly pay the charges as set forth in Exhibit A-1.

(d) Unless otherwise provided, termination or expiration of a Statement of Work or Schedule shall not operate to terminate this Agreement or any other Statement of Work or Schedule.

(e) Notwithstanding anything to the contrary contained in this Agreement, in the event Customer has a Perpetual License, (i) termination of the applicable term of the CMC SaaS or a termination of the CMC SaaS or this Agreement, other than a termination pursuant to Sections 8.2(a)(i), 8.2(a)(v), 8.2(b)(i), 8.2(b)(iv) or 8.2(c), shall not terminate the Perpetual License, Schedule B or any Addenda or SOWs related to the Perpetual License, and the Sections of the General Terms related to the CMC Software, Schedule B and the Exhibits related to the Perpetual License shall survive in connection with the Perpetual License; and (ii) Customer will enter into an Addendum or SOW with CMC to deploy the Perpetual License.

## **9. SECURITY; DATA PRIVACY; COMPLIANCE WITH LAWS**

### **9.1 Security.**

(a) CMC will maintain appropriate administrative, physical and technical safeguards that adhere to security standards that a reasonably prudent service provider in the same industry would provide under like circumstances to store and process Customer Data that is in the CMC Tenant. Customer shall be responsible for data security and administrative, physical and technical safeguards of information stored in Customer Tenant. CMC shall not be responsible for the overall security and related security monitoring of Customer Tenant.

(b) CMC agrees that, in the event of unlawful access to unencrypted Customer Data in the CMC SaaS that is in the CMC Tenant containing personal information of Customer's student, prospective student, employee or alumnus resulting in loss, disclosure or alteration of such Customer Data ("Customer Data Breach"), CMC shall upon discovery, promptly notify Customer of the Customer Data Breach and assist Customer with the notification action required under applicable law; provided, that, to the extent the Customer Data Breach was caused by CMC, CMC shall pay for the costs of notifying the affected individuals pursuant to applicable law, and to the extent the Customer Data Breach was caused by Customer, Customer shall pay CMC for time and expenses incurred to assist Customer with the analyses and notification of affected individuals. Customer must notify CMC promptly about any possible misuse or security incident related to the CMC SaaS.

(c) Customer shall: (i) keep, and cause its authorized users to agree to keep all passwords and system access information confidential in order to protect the integrity of the CMC SaaS and Customer Data; (ii) implement and maintain adequate privacy protections and security measures to comply with security and privacy laws and regulations; and (iii) not send personally identifiable information to CMC except by secure transfer and in a manner authorized by CMC. Password, authentication keys or security credentials that enable Customer's access to and management of the CMC SaaS ("Login Credentials") are for Customer's internal use only and Customer is responsible for any use that occurs under Login Credentials.

### **9.2 Compliance with Laws.**

(a) CMC will, in the operation of its business, remain at all times in compliance with all applicable and material federal, state and local laws and all applicable U.S. Department of Education rules and regulations. CMC shall comply with all laws applicable to CMC's provision of the CMC SaaS, including applicable security breach notification laws. However, CMC is not responsible for compliance with laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. CMC does not determine whether Customer Data or IaaS/PaaS Content includes information subject to any specific law or regulation. Customer must comply with all laws and regulations applicable to its use of CMC SaaS or IaaS/PaaS (if applicable), including laws related to privacy, data protection and confidentiality of communications. Customer is responsible for determining whether the CMC SaaS, and if applicable IaaS/PaaS, are appropriate for storage and processing of Customer Data subject to any specific law or regulation.

(b) Customer, in the operation of its business and use of the CMC SaaS, shall remain at all times in compliance with all applicable and material federal, state and local laws, U.S. Department of Education rules and regulations and any applicable laws or regulations regarding Customer's use of the CMC SaaS including, but not limited to, laws and regulations applicable to email, SMS, chat, phone system integration (CTI) and social features. By using the CMC SaaS, Customer also warrants and represents that: (i) it will not use the CMC SaaS to process or store any personal data (that is any information relating to an identified or identifiable person who can be directly or indirectly identified from the information), to which the General Data Protection Regulation (Regulation (EU) 2016/679) applies ("GDPR Data"). In the event Customer does use the CMC SaaS to process or store any GDPR Data, each party shall at all times comply with the Data Protection Policy posted at <http://www.campusmanagement.com/policies/DataProtectionPolicy.>; and (ii) it will not use the CMC SaaS to process or store any data subject to the Payment Card Industry Data Security Standards or any protected health information (PHI).

### 9.3 Use of Customer Data.

(a) By using the CMC SaaS, Customer: (i) consents to the processing and storing of Customer Data by CMC, Microsoft, licensors of Ancillary Programs (if applicable), and their respective affiliates, subsidiaries, and service providers, as applicable, as contemplated by this Agreement; (ii) agrees it will obtain any required consents from third parties under applicable privacy and data protection laws before providing any such personal information to CMC; (iii) to the extent required by law, shall notify (and obtain any required consent from) the individual users of the CMC SaaS or IaaS/PaaS (if applicable), that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by CMC; and (iv) if applicable, Microsoft may collect, use, transfer, disclose, and otherwise process Customer's data, including personal data, as described in the Microsoft Agreement.

(b) CMC accesses and uses Customer Data only as necessary to: (i) provide the CMC SaaS and perform or enforce contractual obligations specified in this Agreement; (ii) assist Customer in the proper administration of the CMC SaaS; or (iii) comply with applicable law.

(c) CMC shall only access and disclose to law enforcement or other government authorities to the extent required by law, data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). If CMC receives a request for Customer Data either directly from a law enforcement agency or as redirected to CMC by a third party, then CMC shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then CMC shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. Customer is responsible for responding to any requests from a third party regarding Customer's use of CMC SaaS, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

(d) CMC and Customer agree that, to the extent that the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code § 1798.100 *et seq.*, applies to CMC's processing of Customer Data, CMC is a "service provider" as defined in the CCPA. To the extent that Customer is required under the CCPA to delete any Customer Data contained within the CMC Software, CMC agrees to assist Customer, at Customer's expense, with the deletion of that data.

## **10. CONFIDENTIAL INFORMATION**

**10.1 Confidential Information.** Neither Party nor any third party acting on its behalf will for any reason at any time use or disclose any proprietary information of the other Party, including, without limitation, relating to the processes, techniques, work practices, customers, prospective customers, suppliers, vendors, business practices, strategies, business plans, financial information, marketing, third party licenses, products, proprietary rights or trade secrets of the other Party (collectively the "Confidential Information"). In addition, the Parties acknowledge and agree that (i) the CMC Proprietary Materials and information provided in the course of performing maintenance and support services shall be deemed CMC's Confidential Information, and (ii) the proprietary data, including, but not limited to, student records, financial data, and personnel records, shall be deemed Customer's Confidential Information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but not less than due diligence and care, to prevent the theft, disclosure, copying, reproduction, distribution and preparation of derivative works of the other Party's Confidential Information. Either Party may disclose

Confidential Information to its subsidiaries, and its subsidiaries' employees, independent contractors, licensors of Ancillary Programs and advisors that have a need to know in the course of their assigned duties and responsibilities in connection with this Agreement, provided such Parties are bound by legally binding obligations to protect such Confidential Information in a manner consistent with this Agreement. The Parties acknowledge that CMC may be required to use or apply Customer's Confidential Information as reasonably required in order to perform under this Agreement, and CMC may retain and use residual knowledge (i.e., information retained in the unaided memory of personnel) provided CMC does not use or disclose any of Customer's Confidential Information. Each Party shall promptly return or destroy any of the other Party's Confidential Information upon termination of this Agreement; provided, Customer Data shall be returned by CMC as specified in Section 8.3(a)(iii).

**10.2 Exceptions.** Confidential Information does not include (i) information already known or independently developed by the Party receiving Confidential Information (the "Receiving Party") without use or reliance on the Confidential Information of the Party disclosing Confidential Information (the "Disclosing Party"), as evidenced by records, (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received from a third party who was not under a duty of non-disclosure.

**10.3 Disclosure Required by Law.** If the Receiving Party is required by a lawful order from any court or agency of competent jurisdiction to disclose Confidential Information of the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party of such order so that the Disclosing Party may take reasonable steps to limit further disclosure, including obtaining a protective order or other reasonable assurance that confidential treatment will be accorded to the Confidential Information. If, in the absence of a protective order, the Receiving Party is compelled as a matter of law to disclose Confidential Information, the Receiving Party will use reasonable efforts to disclose only the Confidential Information that is required by law to be disclosed.

With respect to publicly funded state institutions, CMC acknowledges that certain information and documents may be subject to public records laws, and Customer shall provide CMC an opportunity to review and object to disclosure (including obtaining a protective order) pursuant to applicable state law.

**10.4 Remedies.** Confidential Information shall remain the sole property of the Disclosing Party or its respective licensor. In the event of a breach or threatened breach of this provision, the Disclosing Party shall be entitled to obtain preliminary injunctive relief, without posting bond, to prevent the use and disclosure of such Confidential Information, in addition to all other remedies available at law and in equity.

**10.5 Term.** The obligations in this Section 10 apply (i) for Customer Data, until deleted from the CMC SaaS, and (ii) for all other Confidential Information, for a period of five years after the Confidential Information is received, or the loss of trade secret status, whichever is later.

## **11. INTELLECTUAL PROPERTY**

**11.1 CMC Proprietary Materials.** CMC, its affiliates and licensors own and reserve all right, title and interest in and to the CMC Proprietary Materials and CMC SaaS, including all improvements, enhancements, modifications and derivatives works thereof, and Customer will have no rights or interest therein, except for the limited license and use rights as expressly provided herein. CMC shall have a royalty-free, worldwide, perpetual license to use or incorporate into the CMC SaaS and Documentation any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the CMC SaaS or Documentation. Without limitation of the foregoing, the Parties recognize that circumstances may arise in which CMC may develop, specifically on behalf of or in conjunction with Customer, certain new systems, software and communications capabilities, the ownership of

which shall hereby be deemed to remain exclusively with CMC, except as otherwise may be expressly agreed upon by the Parties in advance and in writing. Nothing herein shall be construed to convey any title or ownership interest in the CMC Proprietary Materials, and Customer acknowledges and agrees that CMC retains all right, title and interest thereto. Upon the termination or expiration of this Agreement for any reason, Customer will, at CMC's election, return such CMC Proprietary Materials in Customer's control or possession to CMC, or certify to CMC that such CMC Proprietary Materials have been destroyed.

**11.2 Restrictions.** Customer shall not (and shall not permit any User, employee, contractor or other party) to: (i) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble or otherwise attempt to extract the source code of the CMC SaaS, CMC Software or any component thereof; or (ii) resell, sublicense or operate as a service bureau with respect to, the CMC SaaS, CMC Software or any component thereof.

**11.3 Customer Data; IaaS/PaaS Content.** Customer or Customer's licensor owns all right, title and interest in and to Customer Data and IaaS/PaaS Content. Except as provided in this Agreement, CMC obtains no rights under this Agreement to Customer Data or IaaS/PaaS Content.

**11.4 Trademarks and Copyrights.** Third parties retain trademark, copyright and other proprietary rights in and to third party's Content or software. CMC retains all right, title and interest to CMC copyrights, and Marks.

**11.5 Deliverables.** Unless otherwise agreed in a Statement of Work, the Parties agree that CMC shall exclusively own all right, title and interest in and to all Deliverables.

## 12. WARRANTIES

**12.1 CMC's Limited Warranties.** CMC represents, warrants and covenants that:

(a) CMC has the authority to enter into this Agreement and to grant the rights and licenses set forth herein.

(b) Neither it entering into nor its performance of this Agreement conflicts with or creates a breach of contract or obligation to which it is bound.

(c) (i) CMC shall perform all Professional Services in a professional and workmanlike manner, and (ii) the Professional Services and Deliverables shall substantially conform in all material respects to the descriptions in the Statement of Work, as applicable.

Except with respect to CMC's and its affiliates' obligations to indemnify against third party damages for intellectual property infringement claims as provided in this Agreement, CMC's obligation and Customer's exclusive remedies for CMC's or its affiliates' uncured material breach of this Agreement shall be, if Customer notifies CMC within 90 days of the date of performance, (i) to obtain the repair, replacement or correction of the Professional Service or Deliverable to the extent warranted under Section 12.1(c) above or, (ii) if CMC reasonably determines that such remedy is not economically or technically feasible with respect to the Deliverable, to terminate this Agreement and obtain a refund of amounts paid for the unused portion of the Deliverable. CMC shall have no obligation under this Section 12.1 for issues arising from Customer's failure to comply with CMC's reasonable policies regarding support and services, or Customer's use of consultants or service providers who are not certified or expressly authorized by CMC in advance.

**12.2 Customer's Limited Warranties.** Customer represents, warrants and covenants that:

(a) Customer has authority to enter into and perform in accordance with the provisions of this Agreement.

(b) Neither it entering into nor its performance of this Agreement conflicts with or creates a breach of contract or obligation to which it is bound.

(c) No IaaS/PaaS Content or Customer Data is illegal, defamatory, malicious, harmful or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.

(d) Customer will not attempt to circumvent or disable any of the security-related, management or administrative features of the CMC SaaS.

**13. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CMC AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CMC DOES NOT GUARANTEE THAT THE CMC SAAS, THE IAAS/PAAS, SAAS OF THIRD PARTY PARTNER APPLICATION, ANCILLARY PROGRAMS OR THIRD PARTY PRODUCTS, WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS. NEITHER CMC NOR ITS AFFILIATES OR LICENSORS HAVE ANY DUTY TO REVIEW, EDIT, SCREEN, PUBLISH OR REMOVE ANY CUSTOMER DATA OR IAAS/PAAS CONTENT EXCEPT AS STRICTLY REQUIRED BY APPLICABLE LAW. CUSTOMER ACKNOWLEDGES THAT CMC DOES NOT CONTROL OR MONITOR THE TRANSFER OF DATA OVER THE INTERNET, AND THAT INTERNET ACCESSIBILITY CARRIES WITH IT THE RISK THAT CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY MAY BE LOST OR COMPROMISED.

## 14. LIMITATION OF LIABILITY; LIMITATION PERIOD.

### 14.1 Limitation of Liability.

(a) EXCEPT FOR THE VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS OR ITS AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

(b) EXCEPT WITH RESPECT TO A WILLFUL BREACH, OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE FOLLOWING SHALL APPLY:

(i) **FOR CMC SAAS.** NEITHER PARTY NOR ITS LICENSORS OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID FOR THE CMC SAAS FOR THE IMMEDIATELY PRECEDING TWELVE MONTHS (OR ANNUALIZED FOR A PERIOD OF TWELVE MONTHS IF SERVICES HAVE NOT YET BEEN PROVIDED FOR TWELVE MONTHS).

(ii) **FOR PERPETUAL LICENSE.** NEITHER PARTY NOR ITS LICENSORS OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL PERPETUAL LICENSE FEES (AS SPECIFIED IN EXHIBIT B-1) PAID FOR THE UNUSED PORTION OF THE RELEVANT PERPETUAL LICENSE OF THE CMC SOFTWARE BASED ON A SEVEN YEAR STRAIGHT-LINE AMORTIZATION SCHEDULE.

(iii) FOR PROFESSIONAL SERVICES. NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID FOR SERVICES PURSUANT TO THE APPLICABLE STATEMENT OF WORK.

(iv) FOR SERVICES OTHER THAN CMC SAAS AND PROFESSIONAL SERVICES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID FOR SERVICES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ANY SUCH CAUSE OF ACTION AROSE.

(c) THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT BE CONSTRUED: (i) TO LIMIT CUSTOMER'S OBLIGATION TO PAY ANY FEES AND EXPENSES INCURRED PURSUANT TO THIS AGREEMENT, ANY ADDENDUM OR SOW; OR (ii) AS AN EXPRESS OR IMPLIED WAIVER BY A PUBLICLY FUNDED STATE INSTITUTION OF ITS GOVERNMENTAL IMMUNITY OR AS AN EXPRESS OR IMPLIED ACCEPTANCE BY THE INSTITUTION OF LIABILITIES ARISING AS A RESULT OF ACTIONS WHICH LIE IN TORT OR COULD LIE IN TORT IN EXCESS OF THE LIABILITIES ALLOWED UNDER APPLICABLE STATE LAW.

14.2 Limitation Period. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of any services (including CMC SaaS) under this Agreement, may be brought by either Party more than two (2) years after such cause of action accrued.

## 15. INDEMNIFICATION

15.1 Customer. Customer shall indemnify, defend and hold harmless CMC and its affiliates and licensors, and each of its respective officers, directors, employees, agents, independent contractors, successors and assigns from and against liability for any third party claims based on: (i) Customer's use of the CMC SaaS in violation of applicable law, this Agreement or any Documentation; or Customer's unauthorized access to or disruption of any service, data, account or network in connection with the use of the CMC SaaS; (ii) any Customer Data or any IaaS/PaaS Content; (iii) the alleged infringement or misappropriation of third party rights by Customer Data; or (iv) if applicable to Customer, breach of the Microsoft Agreement; or (v) bodily injury, death and tangible property damage resulting from the grossly negligent or willful acts or omissions of its officers, agents, employees or representatives acting within the scope of their work.

Furthermore, if CMC or its affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described in this Section 15, Customer shall also reimburse CMC for reasonable attorneys' fees and costs and shall pay CMC on a time and material basis for time and materials spent.

15.2 CMC. CMC shall indemnify, defend and hold harmless Customer and its affiliates, and each of its respective officers, directors, employees, agents, independent contractors, successors and assigns from and against liability for any third party claims based upon: (i) the CMC SaaS infringing or misappropriating any U.S. patent, copyright, or trademark of such third party; or (ii) bodily injury, death and tangible property damage resulting from the grossly negligent or willful acts or omissions of its officers, agents, employees or representatives acting within the scope of their work. The foregoing indemnity shall not apply to any claim that arises from or is based on: (i) Customer's use of CMC SaaS in a modified, unauthorized or unintended form, or any customizations made by Customer; (ii) Customer's violation of this Agreement; (iii) Customer's use of other than the most current, unaltered patch, update or upgrade to the CMC SaaS or CMC Software available from CMC, if such claim would have been avoided by Customer's use of

such patch, update or upgrade; or (iv) any IaaS/PaaS Content, Customer Data or non-CMC software.

15.3 Process. The indemnified party shall promptly notify the indemnifying party of any claim, but the indemnified party's failure to promptly notify the indemnifying party will only affect the indemnifying party's obligations to the extent that the indemnified party's failure prejudices the indemnifying party's ability to defend the claim. The indemnifying party may: (i) use counsel of its choice; (ii) settle the claim as the indemnifying party deems appropriate; and (iii) assume control of the defense and settlement of the claim; provided, any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the party against whom the claim is brought. The indemnified party shall provide the indemnifying party with necessary assistance in the defense (at indemnifying party's expense).

Publicly funded state institutions shall be liable for damages incurred by CMC, but shall not be required to also indemnify CMC to the extent applicable state laws expressly prohibit the institution from indemnifying CMC.

15.4 Remedies for Intellectual Property Infringement. If use of the CMC SaaS or CMC Software is enjoined or if CMC reasonably believes that use of the CMC SaaS or CMC Software may be enjoined, CMC may, at its option, (i) obtain the right for Customer to continue using the CMC SaaS or CMC Software so it is no longer infringing, or if CMC determines that neither (i) nor (ii) can reasonably be accomplished, (iii) terminate the CMC SaaS and refund any amounts that were prepaid (or, solely in the case of a Perpetual License, terminate the applicable Perpetual License(s) and issue a pro rata refund of the applicable license fee paid for the unused portion of the Perpetual License based on a seven-year straight-line amortization schedule). The foregoing shall constitute Customer's sole and exclusive remedy for all claims relating to infringement.

## 16. DISPUTES; CHOICE OF LAW

16.1 Dispute Resolution. The Parties agree that prior to commencing any legal action, all disputes between them shall be submitted for informal resolution to their respective chief operating officers or his/her authorized designee with power to bind his/her respective company. The representatives shall meet within ten (10) days at a mutually agreeable location, but shall not be required to meet for more than two (2) business days. The timeline for performance of each Party's obligations hereunder shall be tolled proportionately until, in accordance with the foregoing, the dispute is resolved or the Parties stop meeting without having resolved such dispute; provided, that, the foregoing process shall not require a Party to delay obtaining any injunctive relief or equitable remedies based on a claim arising from the other Party's breach of intellectual property, confidentiality or non-solicitation obligations. The Parties agree that no oral or written representation made during the course of any settlement discussions shall constitute a Party admission.

16.2 Jurisdiction; Venue. If the Parties are unable to reconcile their differences in accordance with the procedures specified in Section 16.1, each Party hereby agrees that any controversy or claim, whether based on contract, tort or other legal theory, arising out of or relating to this Agreement, shall be maintained exclusively in the jurisdiction and venue of the courts sitting in and for Palm Beach County and the Southern District of Florida. The prevailing Party shall be entitled to reimbursement of reasonable attorneys' fees and costs. The Parties expressly waive right to trial by jury.

The foregoing choice of venue shall not apply to publicly funded state institutions to the extent applicable state laws expressly prohibit the institution from litigating outside of its home state.

16.3 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of Florida, without regard to conflict of laws principles. The Parties expressly opt

out of the application of the UN Convention on the International Sale of Goods.

The foregoing choice of law shall not apply to publicly funded state institutions to the extent applicable state laws expressly prohibit the institution from litigating under a foreign state law.

**17. ASSIGNMENT.** CMC hereby agrees it shall not withhold consent to Customer's assignment of this Agreement, in its entirety, in connection with the sale or acquisition of Customer of all or substantially all of its business assets or voting control, provided Customer and the assignee have fulfilled the following conditions prior to the transfer: (i) Customer shall provide written notice to CMC of the proposed assignment at least thirty (30) days prior to the date of such transaction; (ii) the assignee shall assume all liabilities under this Agreement and be bound to this Agreement; and (iii) Customer and assignee (if assignee is a CMC customer) shall not be in material breach of any agreement with CMC at the time of the transaction.

**18. NOTICES.** Notices sent to either Party shall be effective when delivered in person, sent by overnight courier, or transmitted by fax machine with printed confirmation page (if delivered after 5:00 p.m. recipient's local time, then effective the next business day), one (1) business day after being sent by overnight courier, or two (2) business days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a Party may give notice in the same manner set forth in this Section 18. Notices sent to either Party shall be sent to the attention of CFO/Legal.

**19. FORCE MAJEURE.** Neither Party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the Party's reasonable control, including without limitation, any acts of God, war, terrorism, floods, windstorm, labor disputes, change in laws or regulations, public health risks or epidemics, or delay of essential materials or services. In the event a non-performance or a delay in performance of obligations under this Agreement is due to a force majeure event, the period of performance shall be extended by the delay due to such event and any additional time that the Parties may mutually agree is necessary for the remobilization of personnel and resources. However, the Party not affected by the force majeure shall have the right to terminate this Agreement without penalty if the Party affected by the force majeure event is unable to resume full performance within thirty (30) days of occurrence of the event.

**20. INSURANCE.** Each Party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory worker's compensation, comprehensive general liability for bodily injury and tangible property damage, as well as adequate coverage for vehicles.

**21. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT PRACTICES.** Each Party and its personnel are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the Parties. Each Party shall remain responsible, and shall indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective personnel. Each Party shall comply with all applicable federal and state laws, rules and regulations, in effect or hereafter established, applicable to discrimination and unfair employment practices. Publicly funded state institutions shall be liable for damages incurred by CMC, but shall not be required to also indemnify CMC, to the extent applicable state laws expressly prohibit the institution from indemnifying CMC.

**22. NON-SOLICITATION.** For any services rendered under this Agreement and for a period of one (1) year thereafter, neither Party shall, directly or indirectly, hire or solicit, nor permit its affiliate or contractor to hire or solicit, the services of anyone who is an employee or contractor of the other Party or its affiliates or was an employee or contractor of the other Party or its affiliates in the six (6) months prior to any solicitation or hiring, without the prior written consent of that Party. In the event of a violation of this provision, the non-breaching Party may seek preliminary and permanent injunctive relief, without posting bond. Upon the non-breaching Party's sole discretion, that Party may choose to require the breaching Party to pay liquidated damages equal to 100% of the hired or solicited person's annual compensation. Upon the non-breaching Party's receipt of such payment, any related injunction shall be dissolved and the Parties shall have no further obligations under this Section 22 for such breach. The foregoing shall not prohibit solicitation and hiring through general advertising provided such advertising is not targeted to the other Party's personnel.

#### **23. PERSONNEL.**

**23.1 Personnel.** CMC will dedicate personnel necessary to perform its responsibilities hereunder. CMC reserves the right to determine the personnel assigned to the CMC SaaS and Professional Services and to replace, rotate or reassign such personnel during the applicable Term.

**23.2 Screening.** CMC, as part of its standard hiring practices, has prospective CMC employees undergo a drug test, and conducts a background check on prospective CMC employees that consists of the following: (i) verifying the individual's educational background beyond high school; (ii) verifying the individual's employment with his/her most recent supervisor; (iii) conducting two (2) professional reference checks, if available; (iv) verifying citizenship status in accordance with E-Verify; and (v) conducting a criminal background check for felony and misdemeanor convictions for the past seven (7) years.

**23.3 Replacement of CMC Personnel.** Any CMC personnel assigned by CMC to a Customer project may be temporarily replaced by CMC if such individual does not report to work due to illness, accident or other events outside of CMC's control. Customer acknowledges and agrees that there may be a reasonable amount of attrition outside of CMC's control. Upon good cause and written notice to CMC, Customer may request CMC to replace any CMC personnel who is assigned by CMC to a Customer project and CMC will consider the request and take commercially reasonable effort to promptly remedy the matter or replace such person (except in the case where the person has violated a material provision of Customer's promulgated security or workplace policies then CMC shall promptly replace such person). If one of CMC's personnel is removed from a project then CMC will use commercially reasonable efforts to provide substitute personnel of appropriate qualifications subject to availability of such personnel.

**23.4 On-Site Performance.** CMC shall require its personnel providing services at a Customer location to comply with Customer conduct and safety policies applicable to Customer's own personnel; provided, Customer provides CMC with such applicable conduct and safety policies in writing prior to becoming applicable to CMC's personnel traveling to Customer's site.

**24. AUDIT; COOPERATION.** CMC reserves the right to verify compliance with this Agreement including, without limitation, compliance with the scope set forth herein. In the event of an audit, Customer shall provide access, information or other materials reasonably requested by CMC. CMC monitors the usage and overall performance and stability of the CMC SaaS. Customer shall not block or interfere with this monitoring. Customer acknowledges the CMC Software contains code and enabling keys to ensure conformance to the licensing restrictions as set forth in this Agreement.

**25. EXPORT LAWS; U.S. GOVERNMENT LICENSING.** Customer shall comply with all export and import laws and regulations of the United States and such other governments as are applicable. Customer hereby certifies that it will not directly or indirectly, export, re-export, or tranship software or related information, or media in violation of United States laws and regulations. With respect to the procurement of any CMC SaaS or CMC Software (or any Ancillary Programs) by or for the U.S. Government, any software provided in connection with the CMC SaaS is commercial computer software. To the extent applicable, the use, duplication, or disclosure by the Government is subject to restrictions as set forth in this Agreement and are licensed with "Restricted Rights" as provided for in FAR 52.227-14, FAR 52.227-19(c), DFAR 252.227-7013, and other agency data rights provisions, as applicable. Customer is responsible for ensuring that copies are marked with a restricted rights notices and legends. CMC reserves all rights not expressly granted to Customer.

**26. PROMOTIONAL MATERIALS.** CMC may use Customer's name and reference the existence of this Agreement and ancillary agreements (without referencing detailed terms and pricing) in marketing materials and presentations.

**27. OTHER CUSTOMER PARTIES.** The parties hereto agree that Customer Affiliates (as defined below) shall be permitted to subscribe to the CMC SaaS under and pursuant to the General Terms of the Agreement and Exhibits A-2, A-3 and A-4 of the Agreement by executing an Addendum that includes a new Exhibit A-1 that specifies the CMC SaaS scope and the pricing that will be applicable to Customer Affiliate and other terms and conditions specific to Customer Affiliate (which Addendum shall be signed by such Customer Affiliate and CMC in order to be effective and legally binding). Such Addendum together with the Agreement shall be deemed to be a separate agreement between the Customer Affiliate on the one hand, and CMC, on the other hand. For purposes of the Agreement, "Customer Affiliate" means any department or school in the same university system as Customer. Customer acknowledges and agrees that CMC is authorized to share the General Terms and Exhibits A-2, A-3, and A-4 with any Customer Affiliate upon such Customer Affiliate's request.

**28. MISCELLANEOUS.** This Agreement constitutes the entire and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, whether written or oral. This Agreement may be modified or amended only by the mutual written agreement of the Parties. This Agreement expressly limits acceptance by CMC to the terms and conditions stated herein. All additional or different terms proposed by Customer in a purchase order, invoice or other related Customer communication are objected to and hereby rejected, unless otherwise set forth in an amendment to this Agreement executed by both parties. Receipt of Customer's purchase order, acceptance of payment, or inaction by CMC shall not constitute CMC's consent to or acceptance of any such terms. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Sections 1, 5.4, 5.5, 6, 8, 9.3, 10, 11, 13-16, 18, 21, 22, 24 - 28 will remain in force after any termination or expiration of this Agreement. Copies of this Agreement and notices generated in accordance herewith shall be treated as original documents admissible into evidence, unless a document's authenticity is genuinely placed into question. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall be deemed the entire Agreement.

AGREED AND ACCEPTED by the undersigned authorized representatives of the Parties as of the date first set forth below.

DocuSigned by:  
**SOUTHWEST WISCONSIN TECHNICAL COLLEGE**  
 By:  Caleb White  
 Print: Caleb White  
 Title: CFO  
 Date: June 30, 2020

DocuSigned by:  
**CAMPUS MANAGEMENT CORP.**  
 By:  Anders Nessen  
 Print: Anders Nessen  
 Title: CFO  
 Date: June 30, 2020

**EXHIBIT A-1****SAAS SCOPE AND FEES**

Pursuant to the terms and conditions of this Agreement, Customer may access the following CMC Software for the scope set forth below as part of CMC SaaS.

**A. TERM**

Term: The initial term for the CMC Software listed below ("Initial Term") is for ten (10) years, commencing on July 1, 2020, which Initial Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Term," and collectively with the Initial Term referred to as the "Term"), unless either Party provides written notice of termination at least sixty (60) days prior to the end of the then-current term.

Termination Fee: If Customer terminates this Agreement for convenience by providing written notice to CMC in accordance with Section 8.2(a)(iii) of the General Terms, or if CMC terminates this Agreement for a breach by Customer in accordance with Section 8.2(b)(i) of the General Terms at any time during the Term, then CMC shall retain all payments and Customer shall promptly pay to CMC all amounts it is obligated to pay under this Exhibit for the remainder of the Term.

**B. SAAS TIER**

Customer is subscribed to the Premium SaaS Tier.

**C. CMC SOFTWARE, SCOPE, AND FEES**

CampusNexus® Suite	
CMC Software	Record Count and Users
CampusNexus® Student	2,400 FTEs
CampusNexus® Occupation Insight	2,400 FTEs
CampusNexus® Finance, HR, & Payroll	20 Enterprise Users 0 Activity Users 250 Team Member Users* 0 Talent Users 0 Student Worker Users
CampusNexus® Engage	
CMC Software	Users and Scope
CampusNexus® Engage	20 Engagement Users 0 Team Users* 5 named template designers
CampusNexus® Succeed	10,000 Headcount
CampusNexus® Apply	5,000 Applications
Additional Services (email and storage for the services below are for reasonable use, as determined by CMC)	
SMS – US	Up to 100,000 messages/month 20 long codes 0 short codes
SMS – International	Up to 0 messages/month
Chat	0 Users**
Advancement (includes xRM as ancillary program)	10 Users 50,000 Alumni

\*Customer may use a combined total of 250 Team Users for both CampusNexus Finance, HR, & Payroll and CampusNexus Engage.

\*\*A Chat User must also be an Engagement User.

	One-Time Deployment Fees
	\$21,896.00
<b>TOTAL</b>	<b>\$21,896.00</b>

	Annual Fees Jul 1, 2020 – Jun 30, 2021	Annual Fees Jul 1, 2021 – Jun 30, 2022	Annual Fees Jul 1, 2022 – Jun 30, 2023	Annual Fees Jul 1, 2023 – Jun 30, 2024	Annual Fees Jul 1, 2024 – Jun 30, 2025
	\$247,893.00	\$251,602.00	\$255,376.00	\$259,206.00	\$263,094.00
<b>TOTAL</b>	<b>\$247,893.00</b>	<b>\$251,602.00</b>	<b>\$255,376.00</b>	<b>\$259,206.00</b>	<b>\$263,094.00</b>

	Annual Fees Jul 1, 2025 – Jun 30, 2026	Annual Fees Jul 1, 2026 – Jun 30, 2027	Annual Fees Jul 1, 2027 – Jun 30, 2031	Annual Fees Jul 1, 2031 – Jun 30, 2031	Annual Fees Jul 1, 2031 – Jun 30, 2030
	\$267,041.00	\$271,046.00	\$275,112.00	\$279,239.00	\$283,427.00
<b>TOTAL</b>	<b>\$267,041.00</b>	<b>\$271,046.00</b>	<b>\$275,112.00</b>	<b>\$279,239.00</b>	<b>\$283,427.00</b>

**Minimum Scope:** At all times during the Term, Customer shall be obligated to pay for not less than the Record Count, Users and scope listed above. CMC will bill Customer, and Customer shall promptly pay, for any additional Record Count, Users and scope. No adjustment in fees shall be made for any decrease in number of Record Count, Users, or scope

For purposes of this Agreement, the Customer's Record Count shall be calculated in accordance with the following:

**"Full Time Equivalent"** or **"FTE"** defined as the total count of full time equivalent students enrolled with Customer as defined in Customer's catalogue, which shall be calculated by adding (a) each student who has met or exceeded registration for the number of credits defined as full-time in Customer's catalogue plus (b) the result of dividing (i) the total aggregate credits registered with Customer for any students with less than the defined number of credits for a full-time student by (ii) the number of credits constituting a full-time student, as defined in Customer's catalogue.

**Discounts/Special Pricing:** The above discounts/special pricing are contingent upon timely payments and no default under this Agreement.

**Offer Expiration:** The pricing and terms in this Agreement shall expire if not executed by Customer by June 30, 2020.

#### D. PAYMENT

**Payment:** Full payment of the non-refundable Deployment Fees are due and payable with an executed copy of this Agreement. Annual Fees are payable annually beginning July 1, 2020. CMC will bill Customer for the CMC SaaS and Customer shall pay CMC in full on or before the thirtieth (30) day following the date of the invoice. If Customer falls into arrears on payments, CMC may require Customer to maintain a deposit as a condition to CMC continuing to provide the CMC SaaS.

Billing Contact: Caleb White

Billing Email: CWhite@swtc.edu

**E. MAXIMUM NUMBER OF CAMPUSES for CampusNexus Student:** 1

Campus names and addresses:

Institution	Address	Unit ID / IPEDS ID	OPEID
Southwest Wisconsin Technical College	1800 Bronson Boulevard Fennimore, Wisconsin 53809	239910	00766900

#### F. ENVIRONMENTS

The Premium SaaS Tier includes access to one (1) Production Environment and access to one (1) Non-production Environments. Customer shall receive access to 0 additional Non-production Environments.

If required, Customer will receive a Data Validation Environment at no charge through the period ending thirty (30) days after the Go-Live date. At the end of such period the Data Validation Environment will be automatically terminated by CMC.

#### G. CAMPUSNEXUS FINANCE, HR, & PAYROLL

CampusNexus Finance, HR, & Payroll is a combined solution developed in conjunction with Microsoft Corporation ("Microsoft") and includes the resale by CMC of Microsoft Dynamics 365 ("Dynamics"). Customer agrees that its use of Dynamics is subject to the terms provided by Microsoft in the link which may be found at <https://www.microsoft.com/licensing/docs/customeragreement> ("Microsoft Agreement"). If Customer has purchased CampusNexus Finance, HR, & Payroll, by signing this Agreement, Customer hereby ratifies the Microsoft Agreement and agrees and acknowledges that the Microsoft Agreement contains binding terms that creates a legally enforceable contract between Microsoft and Customer that may be enforced by Microsoft. Customer must remain in compliance with the Microsoft Agreement during the term of this Agreement. For the avoidance of doubt, the Microsoft Agreement governs the relationship between Customer and Microsoft. Customer acknowledges that CMC will be the primary administrator for CampusNexus Finance, HR, & Payroll.

Notwithstanding anything to the contrary contained in the General Terms, to the extent Microsoft increases its pricing for Dynamics, CMC may pass on such increase to Customer.

#### H. CAMPUSNEXUS ENGAGE

CampusNexus Engage includes Microsoft Corporation ("Microsoft") Dynamics 365 ("Dynamics") and CMC is a reseller of Dynamics. Customer agrees that its use of Dynamics is subject to the terms provided by Microsoft in the link which may be found at <https://www.microsoft.com/licensing/docs/customeragreement> ("Microsoft Agreement"). If Customer has subscribed to CampusNexus Engage, by signing this Agreement Customer hereby ratifies the Microsoft Agreement and agrees and acknowledges that the Microsoft Agreement contains binding terms that creates a legally enforceable contract between Microsoft and Customer that may be enforced by Microsoft directly against Customer. Customer must remain in compliance with the Microsoft Agreement during the term of this Addendum. For the avoidance of doubt, the Microsoft Agreement governs the relationship between Customer and Microsoft. Customer acknowledges that CMC will be the primary administrator for CampusNexus Engage.

Notwithstanding anything to the contrary contained in the General Terms, to the extent Microsoft increases its pricing for Dynamics, CMC may pass on such increase to Customer.

#### I. CAMPUSNEXUS FINANCE, HR, & PAYROLL AND CAMPUSNEXUS ENGAGE

Customer and CMC agree and acknowledge that Customer's subscription of CampusNexus Finance, HR, & Payroll and CampusNexus Engage will require Customer to deploy Dynamics in Customer Tenant. In order for CMC to effect such deployment and provide access to Customer to CampusNexus Finance, HR, & Payroll and CampusNexus Engage, the following must occur:

- (i) CMC shall email Customer's Enterprise Application Support Team at [entapps@swtc.edu](mailto:entapps@swtc.edu), or a representative otherwise designated by Customer, a link that establishes CMC as a reseller of Dynamics into Customer Tenant and, Customer must accept such link within five (5) business days of the date it is received.
- (ii) Within five (5) business days of the date CMC is established as a reseller for Customer as described above, Customer must create an account in Customer Tenant for CMC to administer Dynamics that grants such CMC user a Dynamics 365 Administrator role ("Administrative User") and Customer must maintain CMC as an Administrative User in an active status at all times during the Term.
- (iii) Customer must allow and continue CMC's access as an Administrative User for the Term; provided, that in the event CMC does not have such access at any time during the Term, notwithstanding anything to the contrary contained in the Agreement, CMC shall not be responsible for Customer's inability to access the CMC SaaS for CampusNexus Engage and CampusNexus Finance, HR, & Payroll and, and CMC shall have no liability to Customer (including without limitation for any Service Credits) and Customer agrees to hold CMC harmless for any interruption of the CMC SaaS for CampusNexus Engage and CampusNexus Finance, HR, & Payroll arising from CMC's inability to access the Customer Tenant;
- (iv) Customer acknowledges that CMC will continuously maintain the latest CampusNexus product versions in Customer Tenant and agrees to permit CMC to deploy such updates, Upgrades and patches in the Customer Tenant at any time, including with minimal or no advance notice to Customer. CMC will make reasonable efforts to inform Customer ahead of time of any planned updates, Upgrades or patches.
- (v) Customer must maintain the Customer Tenant during the Term.
- (vi) Customer must also designate a Global Administrator of the Customer Tenant to work with CMC and provide such contact information in writing to CMC promptly following such designation, or any change in such designation.

Customer agrees and acknowledges that notwithstanding the deployment of Dynamics in Customer Tenant, Customer may only increase users specified in this Exhibit A-1 in accordance with the Agreement and pursuant to an Addendum signed by the Parties, and Customer may not increase users specified in this Exhibit A-1 by procuring Dynamics licenses from any entity other than CMC.

#### J. ANCILLARY PROGRAMS.

Pursuant to the terms of CMC's agreements with certain third party providers, the terms set forth at <https://www.campusmanagement.com/policies/AncillaryPrograms> are incorporated into and made a part of this Agreement, as applicable.

**EXHIBIT A-2****SAAS TIERS**

The following services are available as part of the CMC SaaS subject to the SaaS Tier applicable to Customer that is specified in Exhibit A-1.

✓ = Included

O = Optional. May Require an SOW or Addendum to purchase, and will be at an additional cost to Customer.

Items listed as "additional" can be purchased at an additional cost and may require an SOW or Addendum to purchase.

CampusNexus® Student ("S")	Standard	Premium	Enterprise
Enrollment Management: <i>Recruitment, Admissions, Financial Aid, Student Accounting</i>	✓	✓	✓
Academic Management: <i>Academic Records, Curriculum Management, Student Progress, Graduation Processing</i>	✓	✓	✓
Student Engagement and Outcomes: <i>Early Alerts, Retention, Student &amp; Career Services, Regulatory &amp; Compliance Reporting</i>	✓	✓	✓
Student and Faculty Portal	✓	✓	✓
Integrated Document Management	Up to 30 GB	Up to 120 GB (additional storage optional)	Up to 500 GB (additional storage optional)

CampusNexus® Finance, HR and Payroll ("F")	Standard	Premium	Enterprise
Finance, Accounting and Revenue Recognition: <i>Federal Work Study, Fund Management, Fixed Assets, Retail and Point of Sale</i>	✓	✓	N/A
Planning and Forecasting: <i>Position Budgeting, Project Accounting, Procurement, Travel and Expense</i>	✓	✓	N/A
Human Resource Management: <i>Human Resources Administration, Payroll</i>	✓	✓	N/A
Faculty Management	✓	✓	N/A
IPEDS Integration		✓	N/A

CampusNexus® Engage ("E")	Standard	Premium	Enterprise
Engage	N/A	✓	N/A
Succeed	N/A	O	N/A
Apply	N/A	O	N/A

Features Applicable to CMC Software (subject to SaaS Tier and the related CMC Software and scope applicable to Customer that is specified in Exhibit A-1)							
Tools and Integrations	Applicable CMC Software			Standard <sup>1</sup>	Premium	Enterprise <sup>2</sup>	
	S	F	E				
Web Client and Mobile Access	✓	✓	✓	✓	✓	✓	
Reporting	✓	✓	✓	✓	✓	✓	
Analytics	✓	✓	✓		✓	✓	
Workflow	✓	✓	✓	Up to 5 Workflows	✓	✓	
Forms Builder Tool	✓	✓	✓	Up to 5 Forms	✓	✓	
API Integrations and Batch Data Import/Exports	✓	✓	✓	APIs Limited to LMS and eLead	✓	✓	
Industry End-to-End Turnkey Integrations and Custom Integrations	✓	✓	✓		○	○	
Platform and CMC Software Services	S	F	E	Standard	Premium	Enterprise	
CMC SaaS Security <sup>3</sup>	✓	✓	✓	✓	✓	✓	
24/7/365 Infrastructure and CMC Software Monitoring	✓	✓	✓	✓	✓	✓	
Elastic Performance	✓		✓	✓	✓	✓	
Uptime SLA (as more specifically described in Exhibit A-4)	✓	✓	✓	99.50%	99.70%	99.90%	
Environments <sup>4</sup>	✓	✓	✓	2	2	3	
Additional Non-Production Environments	✓				○	○	
Single Sign-On Integration (subject to requirements in Section 4.5)	✓	✓	✓	✓	✓	✓	
OData Access	✓	✓	✓		✓	✓	
Direct Read Access to SQL Database	✓				○	✓	
International CMC SaaS Monitoring	✓	✓	✓		From 3 Countries	From 10 Countries	
CampusNexus Student Customer Data Backup	✓			Daily, and retained for 60 days	Hourly, and retained for a Week; Daily, and retained for a Month; Monthly, and retained for a Year	15 Minutes, and retained for a Week; Daily, and retained for a Month; Monthly, and retained for a Year	
CampusNexus Student Customer Data Backup Downloads on Demand via SFTP	✓				1 per Month	1 per Week	
Disaster Recovery – Backups to a remote paired data center	✓			✓	✓	✓	

<sup>1</sup> Not applicable to Engage<sup>2</sup> Not applicable to Engage<sup>3</sup> Per Section 9.1.<sup>4</sup> Customer receives one Production Environment; additional environments refer to Non-production Environments.

Features Applicable to CMC Software (subject to SaaS Tier and the related CMC Software and scope applicable to Customer that is specified in Exhibit A-1)						
Support Services (as more specifically described in Exhibit A-3)	S	F	E	Standard	Premium	Enterprise
Phone/Email/Web Support during Normal Working Hours	✓	✓	✓	✓	✓	✓
Access to KnowledgeBase and ServiceDesk	✓	✓	✓	✓	✓	✓
Designated Account Owner	✓	✓	✓	✓	✓	✓
ServiceDesk Incident/Metrics Dashboard	✓	✓	✓		✓	✓
24/7/365 Emergency Phone Support	✓	✓	✓		✓	✓
Client Services Incident Report and Review Meeting	✓	✓	✓		Quarterly	Monthly
Designated Application Administrator	✓	✓	✓		O 10 hours/week Recommended	O 20 hours/week Recommended
Upgrades and Refreshes Services (as more specifically described in Exhibit A-3)	S	F	E	Standard	Premium	Enterprise
Continuous Delivery of Platform and CMC Software patch deployment immediately (automatic deployment of installation of updates, patches and hot fixes as required by CMC) <sup>7</sup>	✓	✓	✓	✓	✓	✓
Continuous Delivery of Releases and/or Upgrades <sup>8</sup> per schedule in SaaS Tier to the right	✓	✓	✓	<ul style="list-style-type: none"> <li>In Non-Production Environment: CMC automatically deploys after generally available (GA) Release</li> <li>In Production Environment: CMC deploys within 2 weeks after deployment in Non-Production Environment. CMC will use commercially reasonable efforts to provide Customer with at least a 30 day advance notice period of a deployment window, but may be required to automatically deploy the Release in Customer Production Environment</li> </ul>	<ul style="list-style-type: none"> <li>In Non-Production Environment: CMC automatically deploys after generally available (GA) Release</li> <li>In Production Environment: CMC deploys within 2 weeks after deployment in Non-Production Environment. CMC will use commercially reasonable efforts to provide Customer with at least a 30 day advance notice period of a deployment window, but may be required to automatically deploy the Release in Customer Production Environment</li> </ul>	<ul style="list-style-type: none"> <li>In Non-Production Environment: CMC automatically deploys after generally available (GA) Release</li> <li>In Production Environment: CMC deploys within 4 weeks after deployment in Non-Production Environment. CMC will use commercially reasonable efforts to provide Customer with at least a 30 day advance notice period of a deployment window, but may be required to automatically deploy the Release in Customer Production Environment</li> </ul>
Priority on New Release Deployment	✓					✓
Database Refreshes <sup>9</sup>	✓	✓	✓	3 per Year	6 per Year	12 per Year
Benefits	S	F	E	Standard	Premium	Enterprise
Learning Center Access	✓	✓	✓	✓	✓	✓
CampusInsight Training Keys <sup>10</sup>	✓	✓	✓	1 for every \$4,000 per Year in recurring SaaS Fees	1 for every \$2,000 per Year in recurring SaaS Fees	1 for every \$1,000 per Year in recurring SaaS Fees
CampusInsight Conference Passes <sup>11</sup>	✓	✓	✓	2 per Year	4 per Year	4 per Year

<sup>7</sup> Installation of all Upgrades, updates, patches and hot fixes of the CMC Software are included; provided, that configuration of new features exposed by such installation may require configuration by Customer or Customer to enter into a Statement of Work with CMC.

<sup>8</sup> Installation of all Upgrades, updates, patches and hot fixes of the CMC Software are included; provided, that configuration of new features exposed by such installation may require configuration by Customer or Customer to enter into a Statement of Work with CMC.

<sup>9</sup> Copying of Customer Data from one environment to another environment.

<sup>10</sup> Training keys are for use with face to face courses offered by CMC at the CampusInsight Users' Conference. Unused keys will expire at the calendar year end and cannot be carried forward.

<sup>11</sup> CampusInsight Conference Passes may be used to attend the annual CampusInsight Users' Conference, subject to advance registration and availability.

## EXHIBIT A-3

### SUPPORT AND UPGRADES

#### A. Definitions

The capitalized terms used herein shall have the following meanings:

"Enhancement" means any modification or addition that, when made or added to the CMC Software, changes its utility, efficiency, functional capability, or application.

"Emergency" means a Severity 1 Production Environment issue. Severity 1 means extremely serious interruptions or outages to Customer's Production Environment that has affected the majority of the user community or an Error which occurs in critical business functions that will result in loss of data or data corruption, or material revenue impairment. Additional examples of Severity 1 classification can be found in the Severity Levels.

"Error" means any failure of the CMC Software to substantially conform in all material respects to the Documentation. However, any nonconformity resulting from Customer's misuse, improper use, or alteration, or Customer's combining or merging the CMC Software with any hardware or software not supplied or identified as compatible by CMC in writing, shall not be considered an Error.

"Error Correction" means either a modification or an addition that, when made or added to the CMC Software, establishes material conformity of the CMC Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the CMC Software, eliminates the adverse effect on Customer of such nonconformity.

"Incident" means an incident as described in the Severity Levels.

"Normal Working Hours" means the hours between 8 a.m. and 8 p.m. Eastern Time on the days Monday through Friday, excluding regularly scheduled holidays of CMC.

"Releases" means new versions of the CMC Software, which may include Error Corrections and/or Enhancements.

"Severity Levels" means the most current severity level descriptions which can be found at <http://www.mycampusinsight.com/compatibility/SiteAssets/Campus-Management-incident-Severity-Guidelines.pdf>, which may be updated from time to time.

"Upgrade" means the installation of a Release in Customer's environment.

#### B. Scope of Support Services

1. CMC shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors when reported to CMC in accordance with CMC's standard reporting procedures. CMC shall, within a reasonable time of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction.
2. Customer shall designate a person as Customer's End User Support Coordinator ("EUSC") who will contact CMC for support.
3. The EUSC shall send to CMC (by telephone, e-mail or online submission) Customer's reports of Errors.
4. In the event of an Emergency, Customer will report the issue telephonically to a CMC support engineer in addition to direct emails or submissions through the Customer Support Website.
5. Customer shall pay on a time and material basis for any time or resources incurred by CMC to correct problems generated by Customer including but not limited to inappropriately applying scripts, mis-configuration or configuration changes, or data manipulation.

#### C. Contact

Customer's EUSC may contact CMC for technical support as follows:

1. The preferred method for obtaining technical support is through the support website: <https://support.campusmgmt.com>. Customer and any of its users may obtain user IDs and passwords to access maintenance and support information.
2. E-Mail: Customer may receive technical support via email, excluding public holidays, by sending all requests to [support@campusmgmt.com](mailto:support@campusmgmt.com).
3. Telephone: To receive technical support via telephone, Customer may call 1-800-483-9106 from 8 a.m. to 8 p.m. Eastern Time, Monday through Friday, excluding public holidays.

**D. Services Outside Scope**

Customer may request services not covered in this Exhibit or not otherwise covered in this Agreement pertaining to the CMC Software (including, without limitation, data conversion, report-formatting assistance) provided that such assistance, if agreed to be provided by CMC, shall be subject to CMC's standard rates for such services and shall require the execution of a separate Statement of Work. For the avoidance of doubt, the Parties agree and acknowledge that the following is not included:

1. Support is not provided for integrations or custom APIs without a separate SOW (such SOW is referred to as a "Professional Services Support Contract" or "PSSC").
2. Customer is responsible for obtaining support of any Third-Party Products. CMC may, at CMC's discretion, use reasonable efforts (up to a maximum of thirty (30) minutes) attempting to diagnose and resolve problems associated with Third Party Products for no additional fee. If at any time CMC reasonably determines the problem is primarily caused by the Third Party Product(s), and not the CMC Software, then CMC shall be deemed to have satisfied its obligation to address the problem. Customer acknowledges that CMC is not responsible for assisting Customer with any problems associated with Third Party Products, and Customer must contact vendors of Third Party Products for pertinent support and maintenance services.

**E. Upgrades, Refresh Services, and Updates**

Continuous delivery and deployment of Upgrades, updates, patches and fixes are applicable as provided in Exhibit A-2.

Notwithstanding anything to the contrary contained in the Agreement, CMC or CMC's third party providers may deploy Upgrades, patches and/or updates in Customer's environments with or without notice to Customer.

Customer acknowledges and agrees that this Agreement covers use of Releases solely to the extent such products are made generally available to all customers of CMC as part of the same level of maintenance and support services. Any revisions to the CMC Software constituting new commercially available products, which may include new major functionality or material changes in technical specifications not made generally available to other customers receiving substantially the same level of support services, may be purchased under a separate Addendum.



## EXHIBIT A-4

### SERVICE LEVEL AGREEMENT

CMC provides this Service Level Agreement ("SLA") for access to the CMC SaaS subject to the terms and conditions below.

#### A. Definitions

The capitalized terms used herein shall have the following meanings:

"Claim" means a claim submitted by Customer to CMC that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.

"Downtime" means a period of time when Customer is unable to access the CMC SaaS at the furthest point on CMC's firewall facing the public Internet, other than as provided in Section H1 below.

"Monthly Uptime Percentage" has the meaning set forth in Section E below.

"Scheduled Downtime" means published maintenance windows or times where CMC notifies Customer of periods of Downtime for scheduled network, hardware, CMC SaaS maintenance or CMC SaaS upgrades at least twenty-four (24) hours prior to the commencement of such Downtime, except for unforeseen emergency maintenance that can be carried out during the next published maintenance window.

"Service Credit" means the percentage of Customer's Monthly Fee, or 1/12th of Customer's Annual Fee, as applicable, ("Monthly Service Fee") that is credited to Customer by CMC for a validated Claim.

"Service Level" means the percentage of CMC SaaS availability for a given month that CMC agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

"Service Level Exceptions" has the meaning set forth in Section H below.

#### B. Availability of Service

The CMC SaaS shall be accessible to Customer's authorized users 24 hours per day, 7 days a week, excluding scheduled times for maintenance and updates of CMC SaaS infrastructure software of which Customer will be notified in advance, and any Downtime due to Internet outages resulting from failures reasonably outside the control of CMC or CMC's hosting provider, corruption of Internet route information, major connectivity failures within or between providers, or corruption of internet root level DNS services.

#### C. Minimization of Planned Service Disruptions

Whenever conditions reasonably permit, the Parties will mutually agree on the scope, timing, frequency and duration of any planned service disruptions or delays and will jointly attempt to minimize any unnecessary impact on Customer's business operations. Routine daily maintenance will be accomplished whenever possible by scheduling between the hours of 10:00 p.m. and 8:00 a.m. Eastern Time. In addition, longer maintenance will be accomplished when possible on weekends between the hours of 6:00 p.m. ET Saturday and 8:00 a.m. ET Monday, unless CMC notifies Customer otherwise.

#### D. Unplanned Service Disruptions

Downtime may occur from time-to-time. CMC will use commercially reasonable efforts to attempt to prevent Downtime that could impact Customer's business operations to the extent such factors are within CMC's reasonable control; provided, Customer acknowledges that conditions of Customer and third parties may affect Customer's use of the CMC SaaS, for which CMC shall have no liability or obligations (by way of example and not limitation, Internet disruptions or third party software bugs).

#### E. Monthly Service Level

1. Customer's SaaS Tier will determine which Service Levels are applicable to Customer.
2. The Monthly Uptime Percentage is calculated for a given calendar month using the following formula:

<b>Monthly Uptime Percentage =</b>		
Total number of minutes in a given calendar month	<b>Minus</b>	Total number of minutes of Downtime in a given calendar month
Total number of minutes in a given calendar month		

#### F. Service Credits

Subject to Section H below and the terms of this SLA, should the Service Level fall below the Monthly Uptime Percentage for a given month, CMC shall provide a Service Credit as noted in the chart below, in accordance with Customer's SaaS Tier:

<b>Monthly Uptime Percentage</b>	<b>SaaS Tier</b>		
	<b>Standard</b>	<b>Premium</b>	<b>Enterprise</b>
<99.9%	N/A	N/A	10%
<99.7%	N/A	10%	20%
<99.5%	10%	20%	30%
<99.0%	20%	30%	40%
<97.0%	30%	40%	50%
<95.0%	40%	50%	70%

*Application of Service Credits:*

1. A Service Credit will only be issued against the applicable Monthly Service Fee paid by Customer for the CMC SaaS.
2. A Service Credit is Customer's sole and exclusive remedy for any violation of this SLA.
3. A Service Credit awarded in any calendar month shall not, under any circumstance, exceed Customer's Monthly Service Fee.
4. If the Microsoft Agreement is applicable to Customer, Customer shall not make a claim for CMC's failure to meet the Service Levels described in this Exhibit if it is making or will make a claim for a comparable Service Level Credit pursuant to the Microsoft Agreement.

#### G. Claims

1. In order to make a Claim, Customers must be in full compliance with the Agreement and follow the notice and claims procedures of this Exhibit.
2. In order to be eligible to submit a Claim, Customer must first notify CMC support service of the Claim **within five (5) business days following** such Claim by calling 1-800-483-9106 or emailing support@campusmgmt.com. Customer must provide all reasonable details regarding the Claim, including but not limited to, detailed description of the Claim, the duration, the number of affected users and the locations of such users.
3. Thereafter, Customer must submit the Claim to CMC support service by calling 1-800-483-9106 or email at support@campusmgmt.com and providing any additional evidence reasonably requested by CMC to support the Claim (as set forth in sub-section G(2) above), by the end of the month following the month in which the Claim occurs.
4. CMC will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.
5. CMC will use commercially reasonable efforts to process Claims within 45 days.

#### H. Service Level Exceptions for Service Level and Service Credits

Service Levels and Service Credits are not applicable and/or CMC will be excused for its failure to meet a Service Level, and such failure will not be used in any calculation of Service Credits for the following circumstances:

1. If Downtime occurs as a result of any of the following:
  - a. a period of time when the CMC SaaS is not available as a result of Scheduled Downtime; or
  - b. Performance or availability issues that may affect the CMC SaaS, including:
    - i. Due to factors outside CMC's reasonable control;
    - ii. That resulted from Customer's or third party hardware, software or services;
    - iii. That resulted from actions or inactions of third parties;
    - iv. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to CMC's network by means of Customer's passwords or equipment.
    - v. That were caused by Customer's use of the CMC SaaS after CMC advised Customer to modify its use of the CMC SaaS, if Customer did not modify its use as advised; or
    - vi. Through Customer's use of beta, trial offers, early access programs and/or demos (as determined by CMC).
2. No Service Levels or Service Credits apply to the Non-production Environment(s). CMC will use commercially reasonable efforts to provide system availability during the primary hours of operations; however, in no event will Service Credits to Monthly Service Fees apply for Downtime related to the Non-production Environment(s).
3. The Service Levels solely apply to the Production Environment behind the furthest point of CMC's firewall facing the public Internet. In accordance with Section 4.5 of the General Terms, any internet or connectivity issue is outside of the scope of this Agreement and the Service Levels.
4. Issues relating to the CMC Software are covered solely under Exhibit A-3 of this Agreement and are not eligible for Service Credits.



## Certificate Of Completion

Envelope Id: FAE73A5ADDCB44789E44FA249BD10B5A

Status: Completed

Subject: Southwest Technical/CMC - Agreements

Source Envelope:

Document Pages: 65

Signatures: 8

Envelope Originator:

Certificate Pages: 8

Initials: 0

Yvonne Seoane

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5201 Congress Avenue

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Boca Raton, FL 33487

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yseoane@campusmgmt.com

IP Address: 12.149.77.66

## Record Tracking

Status: Original

Holder: Yvonne Seoane

Location: DocuSign

June 30, 2020 | 10:53

yseoane@campusmgmt.com

### Signer Events

Anders Nessen

ANessen@campusmgmt.com

CFO

Campus Management Corp.

Security Level: Email, Account Authentication  
(None)

### Signature



Signature Adoption: Pre-selected Style  
Using IP Address: 12.149.77.66

### Timestamp

Sent: June 30, 2020 | 11:05

Viewed: June 30, 2020 | 11:05

Signed: June 30, 2020 | 11:06

### Electronic Record and Signature Disclosure:

Accepted: January 16, 2013 | 11:16

ID: a41ed869-6a4a-4623-96e7-772aa7ba783f

Caleb White

cwhite@swtc.edu

CFO

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 205.213.16.2

Sent: June 30, 2020 | 11:06

Viewed: June 30, 2020 | 11:07

Signed: June 30, 2020 | 11:10

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Yvonne Seoane

yseoane@campusmgmt.com

Senior Paralegal

Campus Management Corp.

Security Level: Email, Account Authentication  
(None)

### Completed

Using IP Address: 12.149.77.66

Sent: June 30, 2020 | 11:11

Viewed: June 30, 2020 | 15:39

Signed: June 30, 2020 | 15:41

Freeform Signing

### Electronic Record and Signature Disclosure:

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### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Carbon Copy Events	Status	Timestamp
bruce bleiman BBleiman@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   11:05
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Gayle Stipe GStipe@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   11:05 Viewed: June 30, 2020   12:07
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jim Brigadier JBrigadier@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   11:05
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
OpenAir OpenAirHelpdesk@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   11:11
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Meghann Benedetto MBenedetto@campusmgmt.com Sales Operations Manager Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   11:11
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jayne Anderson JAnderson@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Billing Billing@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42 Viewed: July 1, 2020   08:19
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Client Services Management Group ClientServicesManagers@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Accepted: January 16, 2013   11:22 ID: bec8cce4-0fca-49c4-991d-17bcc44969cd		
Andy Kearney AKearney@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42

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<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Kyle Huston KHuston@campusmgmt.com Director of Finance Campus Management Corp. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Accepted: January 14, 2013   18:22 ID: bd05a6d0-55ac-455a-b508-290d36c6717d		
Ariel Zhang AZhang@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Rob Butler rbutler@campusmgmt.com Sales Executive Campus Management Corp. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tiffany Armer TArmer@campusmgmt.com Campus Management Corp. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Christopher Bobbitt cbobbitt@campusmgmt.com Sales Manager Campus Management Corp. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jennifer Beyer JBeyer@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Paul Blanchette PBlanchette@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

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Meghann Benedetto MBenedetto@campusmgmt.com Sales Operations Manager Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Yvonne Seoane YSeoane@campusmgmt.com Senior Paralegal Campus Management Corp. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42 Resent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Arunkumar Nagendraiah anagendraiah@campusmgmt.com Senior Service Delivery Manager Campus Management Corp. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Chuck Dott CDott@campusmgmt.com Senior Service Delivery Manager Campus Management Corp. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Gulshan Kumar gkumar@campusmgmt.com Service Delivery Manager Campus Management Corp. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Roman Civalero RCivalero@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tom Guckenbergs TGuckenbergs@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Chris Flint CFlint@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Cynthia Haynie CHaynie@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jins Varghese JinsV@talisma.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
John Lallo JLallo@campusmgmt.com Senior Project Manager Campus Management Corp. Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42 Viewed: July 1, 2020   08:27
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Victoria Prieto VPrieto@campusmgmt.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: June 30, 2020   15:42
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	June 30, 2020   15:42
Certified Delivered	Security Checked	June 30, 2020   15:42
Signing Complete	Security Checked	June 30, 2020   15:42
Completed	Security Checked	June 30, 2020   15:42
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## **CONSUMER DISCLOSURE**

From time to time, Campus Management Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Campus Management Corporation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: yseoane@campusmgmt.com

**To advise Campus Management Corporation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at yseoane@campusmgmt.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Campus Management Corporation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to yseoane@campusmgmt.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Campus Management Corporation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to yseoane@campusmgmt.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows 2000® or Windows XP®
Browsers (for SENDERs):	Internet Explorer 6.0® or above
Browsers (for SIGNERS):	Internet Explorer 6.0®, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Campus Management Corporation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Campus Management Corporation during the course of my relationship with you.

**ADDENDUM TO THE MASTER AGREEMENT FOR SOFTWARE AS A SERVICE, SOFTWARE,  
AND PROFESSIONAL SERVICES BETWEEN**

**ANTHOLOGY INC. AND**

**SOUTHWEST WISCONSIN TECHNICAL COLLEGE**

**Purpose of Addendum: Add Anthology SaaS Services for Customer Affiliate**

This Addendum, effective upon the mutual execution by the parties hereunder, is incorporated into and made a part of the Master Agreement for Software As A Service, Software, and Professional Services between **Anthology Inc. f/k/a Campus Management Corp.** ("Anthology") and **Southwest Wisconsin Technical College** ("Customer"), dated as of June 30, 2020 (the "Agreement"). All references in the Agreement to CMC shall be deemed to be references to Anthology. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. The Agreement shall be amended, as follows:

**Anthology SaaS**

1. **Customer Affiliate.**

Customer Name: Lakeshore Technical College  
Entity Type: A state agency  
Address: 1290 North Avenue  
City, State, Zip: Cleveland, WI 53015  
Phone Number: (920) 693-1000

2. **Grant of Subscription Rights.** During the applicable Term specified in the exhibits attached hereto,

Lakeshore Technical College, a Customer Affiliate pursuant to Section 27 of the Agreement (and for purposes of this Addendum, hereinafter referred to as "Customer", and all references to "Customer" in the Agreement, other than in Section 27 shall be deemed to be references to the Customer Affiliate) hereby subscribes for, and Anthology hereby grants to Customer, a non-transferable, non-exclusive, limited license for the Users to access and use the Anthology Software specified in the exhibits attached hereto, and the applicable related services specified in exhibits attached hereto, that are made available and deployed to Customer as part of the Anthology Solution, subject to the General Terms of the Agreement (with all references to Customer being deemed references to Customer Affiliate). The Customer hereby agrees to be bound by the General Terms of the Agreement, which are hereby incorporated into this Addendum, and the terms and exhibits of this Addendum with respect to its access and use the Anthology Software specified in the exhibits attached hereto, and the applicable related services specified in exhibits attached hereto.

3. With respect to Customer's use and access of the ILE Software set forth in Exhibit B and the Encompass Software set forth in Exhibit C, all references in the General Terms of the Agreement to "CMC SaaS" or "CMC Software as a Service" shall be deemed to be references to "Anthology Solution", as defined below, and all references to "CMC Software" shall be deemed to be references to "Anthology Software", as defined below.

4. For purposes of this Addendum only, the term "User" as used in the General Terms of the Agreement shall mean the users as specified and defined in the applicable Anthology Solution Exhibit attached hereto. For purposes of this Addendum only, the term "Initial Term" as used in the General Terms of the Agreement shall have the meaning specified in Schedule A for the applicable Anthology Solution and the term "Term" shall mean the applicable Initial Term and any Renewal Term as specified in Schedule A.

5. For purposes of this Addendum only, section 11.3 of the Agreement is hereby deleted and replaced with the following:

"Customer or Customer's licensor owns all right, title and interest in and to Customer Data. Except as provided in this Agreement, Anthology obtains no rights under this Agreement to Customer Data."

6. As used pursuant to this Addendum, "Anthology Solution" shall mean the Anthology solution specified in Schedule A to this Addendum and the applicable related services in the applicable Exhibits referenced for such solution in Schedule A that is being subscribed to by Customer. As used pursuant to this Addendum, "Anthology Software" means the software applications owed or licensed by Anthology and made available by Anthology for use by Customer as part of the applicable Anthology Solution.
7. Section 4.7 (Print Drivers) shall not apply to Customer.
8. If this Addendum is still in effect at the time the Agreement is terminated or expires, this Addendum shall continue to be governed the General Terms of the Agreement until such time as this Addendum expires or is terminated.
9. In the event of any conflict between the terms of this Addendum and the terms of the Agreement with respect to the Anthology Software and/or Anthology Solution specified in the attached exhibits, the terms of this Addendum shall prevail.

This Addendum is deemed effective upon acceptance at Anthology's principal offices. Except as expressly stated herein, all other terms of the Agreement, as amended, remain unchanged and in full force and effect.

LAKESHORE TECHNICAL COLLEGE

By: *Paul Carlsen*  
Print: **Paul Carlsen**  
Title: **President**  
Date: **06/29/2022**

*JW* *BR*

ANTHOLOGY INC.  
- Document signed by:

By: *Anders Nessen*  
8E569537DE764EA...  
Print: **Anders Nessen**  
Title: **CFO**  
Date: **July 6, 2022**

## SCHEDULE A

### ANTHOLOGY SOLUTION SUBSCRIPTION

The Anthology Solutions being subscribed to by Customer are set forth below:

**The General Terms of the Agreement are applicable to all Anthology Solutions, however, only the Exhibits indicated below are applicable to the corresponding Anthology Solution.** If not specified below as being applicable to the Anthology Solution being subscribed to by Customer, such Exhibit is not applicable in any way to such Anthology Solution.

Anthology Solution	Applicable Anthology Solution Exhibits
Anthology Student™ Anthology Occupation Insight™ Anthology Finance & HCM™ Anthology Payroll™ Anthology Raise™ Anthology Student Verification™ Anthology Reach™ Anthology Succeed™ Anthology Apply™	Exhibit A-1 Exhibit A-2 Exhibit A-3 Exhibit A-4
Anthology Academic Economics™ Anthology Milestone™ Anthology Engage™ Anthology Student Affairs Assessment Anthology Course Evaluations	Exhibit B
Anthology Encompass™	Exhibit C

**Term:** The initial term for the Anthology Solutions ("Initial Term") is for ten (10) years, commencing on July 1, 2022, which Initial Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Term," and collectively with the Initial Term referred to as the "Term"), unless either Party provides written notice of termination at least sixty (60) days prior to the end of the then-current term.

**Termination Fee:** If Customer terminates this Addendum for convenience by providing written notice to Anthology in accordance with Section 8.2(a)(iii) of the General Terms of the Agreement, or if Anthology terminates this Addendum for a breach by Customer in accordance with Section 8.2(b)(i) of the General Terms of the Agreement at any time during the Term, then Anthology shall retain all payments and Customer shall pay to Anthology all amounts it is obligated to pay under this Addendum for the remainder of the Term (the "Termination Fee"). For avoidance of doubt, in the event Customer must pay the Termination Fee, Customer may pay the Termination fee in installments pursuant to the payment schedule below for the Annual Fees and not as a lump sum payment.

Summary of Fees for all Anthology Solutions as set forth in Exhibit A-1 and Exhibit B and Exhibit C:

For software set forth in Exhibit A-1:

One-Time Deployment Fees	
	\$21,446.00
<b>TOTAL*</b>	<b>\$21,446.00</b>

Annual Fees for all Anthology Solutions as set forth in Exhibit A-1 and Exhibit B and Exhibit C:

	Annual Fees Jul 1, 2022 – Jun 30, 2023	Annual Fees Jul 1, 2023 – Jun 30, 2024	Annual Fees Jul 1, 2024 – Jun 30, 2025	Annual Fees Jul 1, 2025 – Jun 30, 2026	Annual Fees Jul 1, 2026 – Jun 30, 2027
	\$468,391.00	\$475,417.00	\$482,547.00	\$489,785.00	\$497,132.00
<b>TOTAL*</b>	<b>\$468,391.00</b>	<b>\$475,417.00</b>	<b>\$482,547.00</b>	<b>\$489,785.00</b>	<b>\$497,132.00</b>

	Annual Fees Jul 1, 2027 – Jun 30, 2028	Annual Fees Jul 1, 2028 – Jun 30, 2029	Annual Fees Jul 1, 2029 – Jun 30, 2030	Annual Fees Jul 1, 2030 – Jun 30, 2031	Annual Fees Jul 1, 2031 – Jun 30, 2032
	\$504,590.00	\$512,159.00	\$519,842.00	\$527,638.00	\$535,553.00
<b>TOTAL*</b>	<b>\$504,590.00</b>	<b>\$512,159.00</b>	<b>\$519,842.00</b>	<b>\$527,638.00</b>	<b>\$535,553.00</b>

\*Taxes additional.

Special Pricing: The above special pricing is contingent upon timely payments and no default under this Addendum.

Payment: Full payment of the non-refundable Deployment Fees and Implementation Fees above are due and payable with an executed copy of this Addendum. Annual Fees are payable annually beginning July 1, 2022. Anthology will bill Customer for the Anthology Solution and Customer shall pay Anthology in full on or before the thirtieth (30) day following the date of the invoice for all undisputed invoices, except that Customer shall not be considered in breach of this Addendum, or subject to any late payment penalties, unless Customer fails to pay Anthology before the sixtieth day following the date of the invoice for all undisputed invoices. If Customer falls into arrears on payments (other than for portions of invoices disputed in good faith by the Customer), Anthology may require Customer to maintain a deposit as a condition to Anthology continuing to provide the Anthology Solution.

Billing Contact: Kim Scharenbroch

Billing Email: ap@gotoltc.edu

Is customer tax exempt?:  Yes  No

Offer Expiration: The pricing and terms in this Addendum shall expire if not executed by Customer by June 30, 2022.

Anthology Academy: Customer will receive a subscription to Anthology Academy, Essential Level, as posted on [www.anthology.com/academy](http://www.anthology.com/academy), for the applicable Term. If Customer desires to subscribe to the Anthology Academy for the Enhanced or Enhanced Plus subscription level, Customer shall enter into a separate subscription agreement with Anthology that will specify the descriptions of such levels and related fees. Subscription levels, offerings, and content may change from time to time, and any updates will be posted at [www.anthology.com/academy](http://www.anthology.com/academy).

Anthology Together: Customer shall receive two (2) additional passes to Anthology Together for 2022, for a total of 6 passes for 2022. After July 1, 2023, Customer shall receive four (4) passes annually to the Anthology Together conference. Further, beginning after July 1, 2023, Customer shall be permitted to buy an additional six (6) passes annually to the Anthology Together conference at a 50% discount.

## EXHIBIT A-1

### **EAE SOFTWARE SAAS SCOPE AND FEES**

Pursuant to the terms and conditions of the Agreement and this Addendum, Customer may access the following Anthology Software for the scope set forth below as part of Anthology SaaS. For the avoidance of doubt the Parties agree and acknowledge that the terms specified in this Exhibit A-1 only apply to the Anthology Software as specified in this Exhibit A-1 and do not apply to any Anthology Solutions specified in Exhibit B or Exhibit C.

#### **A. SAAS TIER**

Customer is subscribed to the Premium SaaS Tier.

#### **B. ANTHOLOGY SOFTWARE, SCOPE, AND FEES: EAE SOFTWARE**

<b>Anthology® Software<sup>1</sup></b>	<b>Record Count and Users</b>
Anthology Student™	1,600 FTEs
Anthology Occupation Insight™	1,600 FTEs
Anthology Finance & HCM™ Anthology Payroll™	30 Enterprise Users 0 Activity Users 625 Finance Light Users 0 Student Worker Users
Anthology Raise	20 Full Users 50,000 Alumni
<b>Anthology® Software<sup>1</sup></b>	<b>Scope</b>
Anthology Student Verification™	included
<b>Anthology® Software<sup>1</sup></b>	<b>Users and Scope</b>
Anthology Reach™	25 Engagement Users 40 Anthology Reach Production Light Users 0 Anthology Reach Non-production Light Users 5 named template designers
Anthology Succeed™	Up to 10,000 Headcount
Anthology Apply™	5,000 Applications
<b>Additional Services (email and storage for the services below are for reasonable use, as determined by Anthology)</b>	<b>Users and Scope</b>
SMS – US	Up to 100,000 messages/month 20 long codes  0 short codes
SMS – International	Up to 0 messages/month
Chat	5 Users <sup>2</sup>
Anthology Digital Assistant™	1,600 FTEs 15 Digital Assistant Chat Licenses <sup>3</sup>

<sup>1</sup>Refer to Schedule B for previous product names.

<sup>2</sup>A Chat User or Anthology Raise User must also be an Engagement User.

<sup>3</sup>Anthology Digital Assistant requires Anthology Reach and Chat. One Anthology Reach Chat User is required for every 5 Anthology Digital Assistant concurrent chat sessions.

	<b>One-Time Deployment Fees</b>
	\$21,446.00
<b>TOTAL*</b>	<b>\$21,446.00</b>

	<b>Annual Fees Jul 1, 2022 – Jun 30, 2023</b>	<b>Annual Fees Jul 1, 2023 – Jun 30, 2024</b>	<b>Annual Fees Jul 1, 2024 – Jun 30, 2025</b>	<b>Annual Fees Jul 1, 2025 – Jun 30, 2026</b>	<b>Annual Fees Jul 1, 2026 – Jun 30, 2027</b>
Anthology Student	\$130,516.00	\$132,474.00	\$134,461.00	\$136,478.00	\$138,525.00
Anthology Occupation Insight	\$4,800.00	\$4,872.00	\$4,945.00	\$5,019.00	\$5,095.00
Anthology Finance & HCM, Anthology Payroll	\$79,814.00	\$81,011.00	\$82,226.00	\$83,459.00	\$84,711.00
Anthology Raise	\$49,400.00	\$50,141.00	\$50,893.00	\$51,657.00	\$52,431.00
Anthology Student Verification	\$30,150.00	\$30,602.00	\$31,061.00	\$31,527.00	\$32,000.00
Anthology Reach	\$87,711.00	\$89,027.00	\$90,362.00	\$91,717.00	\$93,093.00
<b>TOTAL*</b>	<b>\$382,391.00</b>	<b>\$388,127.00</b>	<b>\$393,948.00</b>	<b>\$399,857.00</b>	<b>\$405,855.00</b>

	<b>Annual Fees Jul 1, 2027 – Jun 30, 2028</b>	<b>Annual Fees Jul 1, 2028 – Jun 30, 2029</b>	<b>Annual Fees Jul 1, 2029 – Jun 30, 2030</b>	<b>Annual Fees Jul 1, 2030 – Jun 30, 2031</b>	<b>Annual Fees Jul 1, 2031 – Jun 30, 2032</b>
Anthology Student	\$140,603.00	\$142,712.00	\$144,853.00	\$147,025.00	\$149,231.00
Anthology Occupation Insight	\$5,171.00	\$5,249.00	\$5,327.00	\$5,407.00	\$5,488.00
Anthology Finance & HCM, Anthology Payroll	\$85,982.00	\$87,272.00	\$88,581.00	\$89,909.00	\$91,258.00
Anthology Raise	\$53,218.00	\$54,016.00	\$54,826.00	\$55,649.00	\$56,483.00
Anthology Student Verification	\$32,480.00	\$32,967.00	\$33,462.00	\$33,964.00	\$34,473.00
Anthology Reach	\$94,490.00	\$95,907.00	\$97,346.00	\$98,806.00	\$100,288.00
<b>TOTAL*</b>	<b>\$411,944.00</b>	<b>\$418,123.00</b>	<b>\$424,395.00</b>	<b>\$430,760.00</b>	<b>\$437,221.00</b>

\*Taxes additional.

Minimum Scope: At all times during the Term, Customer shall be obligated to pay for not less than the Record Count, Users and scope listed above. Anthology will bill Customer, and Customer shall promptly pay, for any additional Record Count, Users and scope. No adjustment in fees shall be made for any decrease in number of Record Count, Users, or scope

For purposes of this Addendum, the Customer's Record Count shall be calculated in accordance with the following:

"Full Time Equivalent" or "FTE" defined as the figures as reported to the National Center for Education Statistics (NCES) in its Integrated Postsecondary Education Data System (IPEDS) for "Reported 12-month full-time equivalent (FTE) undergraduate enrollment." IPEDS defines an FTE as the total undergraduate credit hour for an academic year divided by 30 credits (constitutes a full-time student).

"Headcount" is defined as the IPEDS non-duplicated student headcount regardless of full-time or part-time status.

Additional FTEs/Users/Scope: Customer may add FTEs, Users and scope for the following solutions at the following rates.

Anthology Software	Rate
Anthology Student™	\$93/FTE/year, sold in minimum increments of 10
Anthology Finance™ & HCM, Anthology Payroll™	25% off then-current list rates

Anthology Software	Rate
Anthology Reach™	25% off then-current list rates
Anthology Succeed	10,000 Headcount for \$7,500/year
Anthology Raise	25% off then-current list rates

**C. MAXIMUM NUMBER OF CAMPUSES** for Anthology Student: 1

Campus names and addresses:

Institution	Address	Unit ID / IPEDS ID	OPEID
LTC Cleveland	1290 North Avenue Cleveland, WI 53015	239008	00919400

#### D. ENVIRONMENTS

The Premium SaaS Tier includes access to one (1) Production Environment and access to one (1) Non-production Environments. Customer shall receive access to 0 additional Non-production Environments.

If required, Customer will receive a Data Validation Environment at no charge through the period ending thirty (30) days after the Go-Live date. At the end of such period the Data Validation Environment will be automatically terminated by Anthology.

#### E. ANTHOLOGY FINANCE & HCM; ANTHOLOGY PAYROLL AND ANTHOLOGY REACH

Each of Anthology Finance & HCM; Anthology Payroll; and Anthology Reach are combined solutions developed in conjunction with Microsoft Corporation ("Microsoft") and includes the resale by Anthology of Microsoft Dynamics 365 ("Dynamics"). Customer agrees that its use of Dynamics is subject to the terms provided by Microsoft in the link which may be found at <https://www.microsoft.com/licensing/docs/customeragreement> ("Microsoft Agreement"). If Customer has purchased Anthology Finance & HCM; Anthology Payroll; and/or Anthology Reach, by signing this Addendum, Customer hereby ratifies the Microsoft Agreement and agrees and acknowledges that the Microsoft Agreement contains binding terms that creates a legally enforceable contract between Microsoft and Customer that may be enforced by Microsoft. Customer must remain in compliance with the Microsoft Agreement during the term of this Addendum. For the avoidance of doubt, the Microsoft Agreement governs the relationship between Customer and Microsoft. Customer acknowledges that Anthology will be the primary administrator for Anthology Finance & HCM; Anthology Payroll; and/or Anthology Reach, as applicable.

Notwithstanding anything to the contrary contained in the General Terms of the Agreement, to the extent Microsoft increases its pricing for Dynamics, Anthology may pass on such increase to Customer.

#### F. ANTHOLOGY RAISE

Customer's subscription for Anthology Raise includes Microsoft Corporation ("Microsoft") Dynamics 365 ("Dynamics") and Anthology is reselling Dynamics to Customer. Customer agrees that its use of Dynamics is subject to the terms provided by Microsoft in the link which may be found at <https://www.microsoft.com/licensing/docs/customeragreement> ("Microsoft Agreement"). If Customer has subscribed to Anthology Raise, by signing this Addendum Customer hereby ratifies the Microsoft Agreement and agrees and acknowledges that the Microsoft Agreement contains binding terms that creates a legally enforceable contract between Microsoft and Customer that may be enforced by Microsoft directly against Customer. Customer must remain in compliance with the Microsoft Agreement during the term of this Addendum. For the avoidance of doubt, the Microsoft Agreement governs the relationship between Customer and Microsoft. Customer acknowledges that Anthology will be the primary administrator for Anthology Raise.

Notwithstanding anything to the contrary contained in the General Terms of the Agreement, to the extent Microsoft increases its pricing for Dynamics, Anthology may pass on such increase to Customer.

#### G. ANTHOLOGY FINANCE & HCM; ANTHOLOGY PAYROLL; ANTHOLOGY REACH; ANTHOLOGY RAISE

Customer and Anthology agree and acknowledge that Customer's subscription of Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise, will require Customer to deploy Dynamics in Customer Tenant. In order for Anthology to effect such deployment and provide access to Customer to Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise, the following must occur:

- (i) Anthology shall email Tanya Wasmer, the Vice President of Strategy and Outreach of Customer at tanya.wasmer@gotlc.com, or a representative otherwise designated by Customer, a link that establishes Anthology as a reseller of Dynamics into Customer Tenant and, Customer must accept such link within five (5) business days of the date it is received.

- (ii) Within five (5) business days of the date Anthology is established as a reseller for Customer as described above, Customer must create an account in Customer Tenant for Anthology to administer Dynamics that grants such Anthology user a Dynamics 365 Administrator role ("Administrative User") and Customer must maintain Anthology as an Administrative User in an active status at all times during the Term.
- (iii) Customer must allow and continue Anthology's access as an Administrative User for the Term; provided, that in the event Anthology does not have such access at any time during the Term, notwithstanding anything to the contrary contained in the Agreement or this Addendum, Anthology shall not be responsible for Customer's inability to access the Anthology SaaS for Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise, and Anthology shall have no liability to Customer (including without limitation for any Service Credits) and Customer agrees to hold Anthology harmless for any interruption of the Anthology SaaS for Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise arising from Anthology's inability to access the Customer Tenant;
- (iv) Customer acknowledges that Anthology will continuously maintain the latest Anthology product versions in Customer Tenant and agrees to permit Anthology to deploy such updates, Upgrades and patches in the Customer Tenant at any time, including with minimal or no advance notice to Customer. Anthology will make reasonable efforts to inform Customer ahead of time of any planned updates, Upgrades or patches.
- (v) Customer must maintain the Customer Tenant during the Term.
- (vi) Customer must also designate a Global Administrator of the Customer Tenant to work with Anthology and provide such contact information in writing to Anthology promptly following such designation, or any change in such designation.

Customer agrees and acknowledges that notwithstanding the deployment of Dynamics in Customer Tenant, Customer may only increase users specified in this Exhibit A-1 in accordance with the Agreement and this Addendum and pursuant to an Addendum signed by the Parties, and Customer may not increase users specified in this Exhibit A-1 by procuring Dynamics licenses from any entity other than Anthology.

#### **H. ANCILLARY PROGRAMS.**

Pursuant to the terms of Anthology's agreements with certain third party providers, the terms set forth at [www.anthology.com/policy-docs/ancillary-programs](http://www.anthology.com/policy-docs/ancillary-programs) are incorporated into and made a part of this Addendum, as applicable.

#### **I. ANTHOLOGY STUDENT VERIFICATION**

**Third Party Products:** Additional Third Party Products may be applicable to Anthology Student Verification. "Third Party Products" means any software application used by Customer that is not licensed by Anthology to Customer as part of the Anthology SaaS that Customer must have and must license in order to use the Anthology SaaS.

**Users:** As it pertains to Anthology Student Verification, "User" means Customer's employees, agents and other representatives and/or "Active" students (collectively, "Users"). ("Active" means each Customer's student who (a) establishes a student user account (or on whose behalf a student user account is established) in the Anthology Student Verification solution and (b) completes through the Anthology Student Verification solution any enrollment agreement required by Customer).

#### **J. ADDITIONAL TERMS.**

In addition to the General Terms of the Agreement the following terms shall apply to the EAE Software specified in this Exhibit A-1. For the avoidance of doubt the Parties agree and acknowledge that the terms specified in this Exhibit A-1 and Exhibits A-2, A-3 and A-4 only apply to the EAE Software specified in this Exhibit A-1 and do not apply to any other Anthology Solutions Customer may use, specifically the ILE Software set forth in Exhibit B and the Encompass Software set forth in Exhibit C.

1. **Definitions.** In addition to the definitions specified in the General Term of the Agreement the following defined terms shall apply to this Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4, as applicable.

"Anthology SaaS" or "Anthology Software as a Service" means the EAE Software specified in this Exhibit A-1 and the applicable related services specified in the SaaS Tiers, made available and deployed to Customer as a cloud service. In the event Customer has or is licensing a Perpetual License, the EAE Software referred to as part of the Anthology SaaS shall refer to Customer's Perpetual License. References in the General Terms of the Agreement to Anthology Solution shall also apply to the Anthology SaaS.

"Anthology Tenant" shall mean Anthology's Microsoft Azure Active Directory tenant.

"EAE Software" or "Enterprise, Admissions and Engagement Software" means the software applications owned or licensed by Anthology and specified in this Exhibit A-1 hereto made available by Anthology for use by Customer as part of the Anthology SaaS. In the event Customer has a Perpetual License, "EAE Software" shall refer to the Perpetual License, and Customer shall receive the applicable services specified in Customer's SaaS Tier with respect to the Perpetual License of the EAE Software which will be made available to Customer as a cloud service. References in the General Terms of the Agreement to Anthology Software shall also apply to the EAE Software set forth in this Exhibit A-1. All references to Anthology Software in Exhibit A-1, A-2, A-3 and A-4 shall be to the EAE Software specified in this Exhibit A-1 only.

"Campus" means a unique identification code used for each Record Count group contained in a database.

"Customer Tenant" shall mean Customer's Microsoft Azure Active Directory tenant.

"Disaster" means an event that, as determined by Anthology, causes Anthology's data center services to be unavailable in whole or in part, by physical or cyber casualty at any time during the Term and such damage prevents Anthology from securely delivering its services within a reasonable amount of time.

"Go-Live" means Customer's first use of the EAE Software in a Production Environment.

"Login Credentials" means any password, authentication keys or security credentials that enable Customer's access to and management of the Anthology SaaS.

"Named Users" means the individuals named by Customer, as applicable, with User IDs who are employed by Customer and authorized to access and use the Anthology SaaS, subject to and in accordance with the Agreement and this Addendum.

"Non-production Environment" means any testing, training, and other non-production, non-live environments. Non-production Environments are: (i) only available during Normal Working Hours; (ii) accessible to a limited number of Users; and (iii) not entitled all services that Customer's Production Environments receive.

"Perpetual License" means, if specified in this Exhibit A-1 as being applicable to Customer, the perpetual license of the EAE Software licensed to Customer: (i) in this Exhibit A-1 subject to the General Terms of the Agreement and the terms of the applicable Schedule attached hereto; or (ii) pursuant to a perpetual license agreement previously entered into between Anthology and Customer; which use will now be governed by the provisions of the applicable Schedule attached hereto provided, Customer is and remains in full compliance with the terms of such license. Only certain EAE Software is available as a Perpetual License, if the EAE Software licensed to Customer is a Perpetual License it will be indicated in this Exhibit A-1, if not so indicated Customer will not have a Perpetual License.

"Production Environment" means the specific environments including hardware, software, and database instance, which are exclusively used as the single authoritative and live system Customer uses for transactional processing. Production Environment excludes any and all testing, training, and other non-production, non-live application or environments.

"SaaS Tiers" means the tiers described in Exhibit A-2. The specific SaaS Tier subscribed to by Customer is specified in this Exhibit A-1 and is sometimes referred to herein as "Customer's SaaS Tier".

"Third Party Products" means any software application used by Customer that is not licensed by Anthology to Customer as part of the Anthology SaaS that Customer must have and must license in order to use the Anthology SaaS. A list of Third Party Products can be found at [www.anthology.com/policy-docs/third-party-products](http://www.anthology.com/policy-docs/third-party-products), which may be updated by Anthology from time to time.

"User" means the individuals concurrently logged in or the Named Users, as applicable, with User IDs who are employed or contracted by Customer and authorized to access and use the Anthology SaaS, subject to and in accordance with the Agreement and this Addendum. Any reference to "Users" in the General Terms of the Agreement shall mean "Users" as defined herein for users of the Anthology SaaS.

"User ID" shall mean the unique identification name and password assigned to a User that is required to gain access to the EAE Software.

2. Single Sign-On Requirements. Customer agrees that if required by Customer's SaaS Tier, it will meet the requirements specified in [www.anthology.com/policy-docs/single-sign-on](http://www.anthology.com/policy-docs/single-sign-on) for single sign-on in order to be able to access the Anthology SaaS.

3. Intentionally Omitted.

4. Changes. Customer may request to expand the Anthology SaaS by delivering a written request and entering into a mutually executed Addendum. The initial number of Users and/or Record Count is set forth in this Exhibit A-1. Customer and Anthology may agree to increase the agreed upon number of Users or Record Count, subject to payment of then applicable rates. No adjustment in fees shall be made for any decrease in number of Users or Record Count.

5. Third Party Products. Anthology SaaS require components of Third Party Products which may include Microsoft products. Customer represents and warrants that all Customer computers accessing the Anthology SaaS referenced in Third Party Products have and will maintain current licenses of all Third Party Products in compliance with their applicable licensing requirements. Anthology is not responsible for the operation or suitability of any Third Party Product. Customer agrees that any technical support related to any Third Party Product, but not directly related to the EAE Software, are not the responsibility of Anthology. Anthology may periodically revise the list of Third Party Products and recommend newer versions of a Third Party Product. Customer must have the current version of the Third Party Products as listed on the list of Third Party Products. Customer agrees to hold harmless, indemnify, and defend, Anthology, its officers, directors, employees, contractors, and sub-contractors from any license enforcement action(s), infringement suit(s), tort(s), demand(s), or judgment(s), including, without limitation, attorneys' fees, expenses and all damages, resulting from Customer's failure to maintain required software licenses for the Third Party Products or use of unlicensed software on the Anthology SaaS. Publicly funded state institutions shall be liable for damages incurred by Anthology, but shall not be required to also indemnify or hold harmless Anthology to the extent applicable state laws expressly prohibit the institution from indemnifying Anthology.

6. Professional Services. The following shall apply to Professional Services:

6.1 Summary of Service. Unless otherwise stated, all work schedules of a relevant Statement of Work shall be considered reasonably accurate estimates, subject to revision. Anthology's standard work days are Monday through Friday. All Professional Services provided by Anthology during non-standard hours shall be governed by Anthology's Policy for Non-Standard Hours, which is posted at [www.anthology.com/policy-docs/non-standard-business-hours](http://www.anthology.com/policy-docs/non-standard-business-hours). Anthology shall not perform any Professional Services during non-standard hours, without the prior consent of Customer.

6.2 Change Orders; Assumptions. Either Party may initiate a change to the Statement of Work by proposing in writing details of such change. The other Party shall promptly respond to any proposed changes. Both Parties shall work together to identify any schedule or price increase resulting from the change. If the Parties are mutually agreeable to any changes to the Statement of Work, then they shall

enter into a mutual written change order executed by officers of both Parties ("Change Order"). Customer acknowledges that any additional changes to the assumptions in the Statement of Work may affect time and/or costs.

6.3 Fees. The Statement of Work shall specify whether Customer shall pay (i) hourly rates, as set forth in the non-binding estimate of labor costs for Professional Services performed on a time and materials basis, or (ii) fixed fees. The standard hourly rates for Professional Services are set forth in the Statement of Work. However, any rate increases during the period of performance of a Statement of Work shall not increase the rates applicable to the Professional Services set forth in such Statement of Work.

6.4 Invoice. Anthology shall invoice Customer for Professional Services as set forth in the Statement of Work. Unless otherwise stated in writing, Professional Services and Travel and Expenses shall be invoiced and Customer shall pay Anthology within thirty (30) days of the date of invoice for all undisputed portions of invoices.

6.5 Cancellations; Termination.

(a) Customer acknowledges that Anthology allocates its resources to provide services to Customer. In the event Customer cancels any scheduled services with less than fifteen (15) business days prior written notice to Anthology, and Anthology cannot after using good faith efforts reallocate its resources, then Customer shall promptly pay Anthology the amount of lost fees (based on the difference between the projected scheduled services for Customer and the fees actually received) and any out-of-pocket expenses actually incurred by Anthology.

(b) Notwithstanding the foregoing, in the event of the termination by Customer of a fixed fee SOW for any reason, other than because of Anthology's uncured breach, Customer must pay Anthology for the full amount of the fixed fee specified in the SOW.

(c) Notwithstanding the foregoing, any termination or cancellation shall have no effect on Customer's obligation to pay the applicable fees and out-of-pocket expenses actually incurred by Anthology for Professional Services that are rendered through the effective date of termination or cancellation.

6.6 Progress Reports and Meetings. Each Party shall appoint a representative to act as its designated representative and liaison for the Professional Services being performed by Anthology for Customer. Status review meetings or teleconferences may be held on a periodic basis as reasonably agreed upon by Customer and Anthology, in order to review the status of Professional Services and to resolve any related issues. Each Statement of Work and Change Order may provide for specific progress reporting.

7. Reports. Anthology shall build and maintain the functionality required for the Anthology Software to allow Customer to fulfil its reporting obligations with Wisconsin Technical College System requirements. Upon Go-Live and throughout the Term, the Anthology Software will have the required functionality to support the creation and submission of reports by Customer as mandated by Wisconsin Technical College System requirements.

## EXHIBIT A-2

### SAAS TIERS

The following services are available as part of the Anthology SaaS for the EAE Software subject to the SaaS Tier applicable to Customer that is specified in Exhibit A-1.<sup>1</sup> For the avoidance of doubt the Parties agree and acknowledge that the terms specified in this Exhibit A-2 only apply to the Anthology Software as specified in Exhibit A-1 and do not apply to any Anthology Solutions specified in Exhibit B or Exhibit C.

✓ = Included

O = Optional. May Require an SOW or Addendum to purchase, and will be at an additional cost to Customer.

Items listed as "additional" can be purchased at an additional cost and may require an SOW or Addendum to purchase.

Anthology Student ("S")	Standard	Premium	Enterprise
Admissions, Financial Aid, Contact Manager, Faculty Workload Management, Student Accounts, Academic Records	✓	✓	✓
Integrated Document Management	Up to 30 GB	Up to 120 GB (additional storage optional)	Up to 500 GB (additional storage optional)
Anthology Finance & HCM and Anthology Payroll ("F")	Standard	Premium	Enterprise
Microsoft Finance and Operations Student Accounting Grant Management IPEDS Reports Federal Work Study	✓	✓	N/A
Payroll	✓	✓	N/A
Faculty Management	✓	✓	N/A
Anthology Reach ("R")	Standard	Premium	Enterprise
Reach	N/A	✓	N/A
Succeed	N/A	O	N/A
Apply	N/A	O	N/A

<sup>1</sup> Services and features may change from time to time, and any updates will be posted at [www.anthology.com](http://www.anthology.com).

Features Applicable to Anthology Software (subject to SaaS Tier and the related Anthology Software and scope applicable to Customer that is specified in Exhibit A-1)							
Tools and Integrations	Applicable Anthology Software			Standard <sup>2</sup>	Premium	Enterprise <sup>3</sup>	
	S	F	R				
Web Client and Mobile Access	✓	✓	✓	✓	✓	✓	
Reporting	✓	✓	✓	✓	✓	✓	
Analytics	✓	✓	✓		✓	✓	
Workflow	✓	✓	✓	Up to 5 Workflows	✓	✓	
Forms Builder Tool	✓	✓	✓	Up to 5 Forms	✓	✓	
API Integrations and Batch Data Import/Exports	✓	✓	✓	APIs Limited to LMS and eLead	✓	✓	
Industry End-to-End Turnkey Integrations and Custom Integrations	✓	✓	✓		O	O	
Platform and Anthology Software Services	S	F	R	Standard	Premium	Enterprise	
Anthology SaaS Security <sup>4</sup>	✓	✓	✓	✓	✓	✓	
24/7/365 Infrastructure and Anthology Software Monitoring	✓	✓	✓	✓	✓	✓	
Elastic Performance	✓	✓	✓	✓	✓	✓	
Uptime SLA (as more specifically described in Exhibit A-4)	✓	✓	✓	99.50%	99.70%	99.90%	
Environments <sup>5</sup>	✓	✓	✓	2	2	3	
Additional Non-Production Environments	✓				O	O	
Single Sign-On Integration (subject to requirements in Section J.2 of Exhibit A-1)	✓	✓	✓	✓	✓	✓	
Odata Access	✓	✓	✓		✓	✓	
Direct Read Access to SQL Database	✓				O	✓	
International Anthology SaaS Monitoring	✓	✓	✓		From 3 Countries	From 10 Countries	
Anthology Student Customer Data Backup	✓			Daily, and retained for 60 days	Hourly, and retained for a Week; Daily, and retained for a Month; Monthly, and retained for a Year	15 Minutes, and retained for a Week; Daily, and retained for a Month; Monthly, and retained for a Year	
Anthology Student Customer Data Backup Downloads on Demand via SFTP	✓				1 per Month	1 per Week	
Disaster Recovery – Backups to a remote paired data center	✓			✓	✓	✓	

<sup>2</sup> Not applicable to Anthology Reach

<sup>3</sup> Not applicable to Anthology Reach

<sup>4</sup> Pursuant to the Agreement.

<sup>5</sup> Customer receives one Production Environment; additional environments refer to Non-production Environments. The number of Environments listed in the table above are provided during the Term; provided that a Customer subscribing to Anthology Finance & HCM and/or Anthology Payroll will have a total of five (5) Non-production Environments during the implementation of Anthology Finance & HCM and/or Anthology Payroll, and any Non-production Environments that exceed the number specified in the table above during such implementation will be decommissioned by Anthology upon Go-Live of Anthology Finance & HCM and/or Anthology Payroll.

Features Applicable to Anthology Software (subject to SaaS Tier and the related Anthology Software and scope applicable to Customer that is specified in Exhibit A-1)							
Support Services (as more specifically described in Exhibit A-3)	S	F	R	Standard	Premium	Enterprise	
Phone/Email/Web Support during Normal Working Hours	✓	✓	✓	✓	✓	✓	✓
Access to KnowledgeBase and ServiceDesk	✓	✓	✓	✓	✓	✓	✓
ServiceDesk Incident/Metrics Dashboard	✓	✓	✓		✓	✓	✓
24/7/365 Emergency Phone Support	✓	✓	✓		✓	✓	✓
Client Services Incident Report and Review Meeting	✓	✓	✓		Quarterly	Monthly	
Designated Application Administrator	✓	✓	✓		O 10 hours/week Recommended	O 20 hours/week Recommended	
Upgrades and Refreshes Services (as more specifically described in Exhibit A-3)	S	F	R	Standard	Premium	Enterprise	
Continuous Delivery of Platform and Anthology Software patch deployment immediately (automatic deployment of installation of updates, patches and hot fixes as required by Anthology) <sup>6</sup>	✓	✓	✓	✓	✓	✓	✓
Continuous Delivery of Releases and/or Upgrades <sup>7</sup> per schedule in SaaS Tier to the right	✓	✓	✓	<ul style="list-style-type: none"> <li>• In Non-Production Environment: Anthology automatically deploys after generally available (GA) Release</li> <li>• In Production Environment: Anthology deploys within 2 weeks after deployment in Non-Production Environment. Anthology will use commercially reasonable efforts to provide Customer with at least a 30 day advance notice period of a deployment window, but may be required to automatically deploy the Release in Customer Production Environment</li> </ul>	<ul style="list-style-type: none"> <li>• In Non-Production Environment: Anthology automatically deploys after generally available (GA) Release</li> <li>• In Production Environment: Anthology deploys within 2 weeks after deployment in Non-Production Environment. Anthology will use commercially reasonable efforts to provide Customer with at least a 30 day advance notice period of a deployment window, but may be required to automatically deploy the Release in Customer Production Environment</li> </ul>	<ul style="list-style-type: none"> <li>• In Non-Production Environment: Anthology automatically deploys after generally available (GA) Release</li> <li>• In Production Environment: Anthology deploys within 4 weeks after deployment in Non-Production Environment. Anthology will use commercially reasonable efforts to provide Customer with at least a 30 day advance notice period of a deployment window, but may be required to automatically deploy the Release in Customer Production Environment</li> </ul>	
Priority on New Release Deployment	✓						✓
Database Refreshes <sup>8</sup>	✓	✓	✓	3 per Year	6 per Year	12 per Year	
Learning/Conferences	S	F	R	Standard	Premium	Enterprise	
Anthology Together Conference Passes <sup>9</sup>	✓	✓	✓	2 per Year	4 per Year	4 per Year	

<sup>6</sup> Installation of all Upgrades, updates, patches and hot fixes of the Anthology Software are included; provided, that configuration of new features exposed by such installation may require configuration by Customer or Customer to enter into a Statement of Work with Anthology.

<sup>7</sup> Installation of all Upgrades, updates, patches and hot fixes of the Anthology Software are included; provided, that configuration of new features exposed by such installation may require configuration by Customer or Customer to enter into a Statement of Work with Anthology.

<sup>8</sup> Copying of Customer Data from one environment to another environment. Customer may have no more than one database refresh per month, with the annual limits specified in the chart above.

<sup>9</sup> Anthology Together Conference Passes may be used to attend the annual Anthology Together Users' Conference, subject to advance registration and availability.

## **EXHIBIT A-3**

### **SUPPORT AND UPGRADES**

For the avoidance of doubt the Parties agree and acknowledge that the terms specified in this Exhibit A-3 only apply to the Anthology Software as specified in Exhibit A-1 and do not apply to any Anthology Solutions specified in Exhibit B or Exhibit C.

#### **A. Definitions**

The capitalized terms used herein shall have the following meanings:

"Enhancement" means any modification or addition that, when made or added to the Anthology Software, changes its utility, efficiency, functional capability, or application.

"Emergency" means a Severity 1 Production Environment issue. Severity 1 means extremely serious interruptions or outages to Customer's Production Environment that has affected a significant portion of the user community, but in any event more than half of the user community, or an Error which occurs in critical business functions that will result in loss of data or data corruption, or material revenue impairment. Additional examples of Severity 1 classification can be found in the Severity Levels.

"Error" means any failure of the Anthology Software to substantially conform in all material respects to the Documentation. However, any nonconformity resulting from Customer's misuse, improper use, or alteration, or Customer's combining or merging the Anthology Software with any hardware or software not supplied or identified as compatible by Anthology in writing, shall not be considered an Error.

"Error Correction" means either a modification or an addition that, when made or added to the Anthology Software, establishes material conformity of the Anthology Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Anthology Software, eliminates the adverse effect on Customer of such nonconformity.

"Incident" means an incident as described in the Severity Levels.

"Normal Working Hours" means the hours between 8 a.m. and 8 p.m. Eastern Time on the days Monday through Friday, excluding regularly scheduled holidays of Anthology.

"Releases" means new versions of the Anthology Software, which may include Error Corrections and/or Enhancements.

"Severity Levels" means the most current severity level descriptions which can be found at <http://www.mycampusinsight.com/compatibility/SiteAssets/Campus-Management-Incident-Severity-Guidelines.pdf>, which may be updated from time to time.

"Upgrade" means the installation of a Release in Customer's environment.

#### **B. Scope of Support Services**

1. Anthology shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors when reported to Anthology in accordance with Anthology's standard reporting procedures. Anthology shall, within a reasonable time of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction.
2. Customer shall designate a person as Customer's End User Support Coordinator ("EUSC") who will contact Anthology for support.
3. The EUSC shall send to Anthology (by telephone, e-mail or online submission) Customer's reports of Errors.
4. In the event of an Emergency, Customer will report the issue telephonically to an Anthology support engineer in addition to direct emails or submissions through the Customer Support Website.
5. Customer shall pay on a time and material basis for any time or resources incurred by Anthology to correct problems generated by Customer including but not limited to inappropriately applying scripts, mis-configuration or configuration changes, or data manipulation.

#### **C. Contact**

Customer's EUSC may contact Anthology for technical support as follows:

1. The preferred method for obtaining technical support is through the support website: <https://support.campusmgmt.com>. Customer and any of its users may obtain user IDs and passwords to access maintenance and support information.
2. E-Mail: Customer may receive technical support via email, excluding public holidays, by sending all requests to [support@anthology.com](mailto:support@anthology.com).

3. Telephone: To receive technical support via telephone, Customer may call 1-800-483-9106 from 8 a.m. to 8 p.m. Eastern Time, Monday through Friday, excluding public holidays.

**D. Services Outside Scope**

Customer may request services not covered in this Exhibit or not otherwise covered in the Agreement or this Addendum pertaining to the Anthology Software (including, without limitation, data conversion, report-formatting assistance) provided that such assistance, if agreed to be provided by Anthology, shall be subject to Anthology's standard rates for such services and shall require the execution of a separate Statement of Work. For the avoidance of doubt, the Parties agree and acknowledge that the following is not included:

1. Support is not provided for integrations or custom APIs without a separate SOW (such SOW is referred to as a "Professional Services Support Contract" or "PSSC").
2. Customer is responsible for obtaining support of any Third-Party Products. Anthology may, at Anthology's discretion, use reasonable efforts (up to a maximum of thirty (30) minutes) attempting to diagnose and resolve problems associated with Third Party Products for no additional fee. If at any time Anthology reasonably determines the problem is primarily caused by the Third Party Product(s), and not the Anthology Software, then Anthology shall be deemed to have satisfied its obligation to address the problem. Customer acknowledges that Anthology is not responsible for assisting Customer with any problems associated with Third Party Products, and Customer must contact vendors of Third Party Products for pertinent support and maintenance services.

**E. Upgrades, Refresh Services, and Updates**

Continuous delivery and deployment of Upgrades, updates, patches and fixes are applicable as provided in Exhibit A-2.

Notwithstanding anything to the contrary contained in the Agreement or this Addendum, Anthology or Anthology's third party providers may deploy Upgrades, patches and/or updates in Customer's environments with or without notice to Customer.

Customer acknowledges and agrees that the Agreement and this Addendum covers use of Releases solely to the extent such products are made generally available to all customers of Anthology as part of the same level of maintenance and support services. Any revisions to the Anthology Software constituting new commercially available products, which may include new major functionality or material changes in technical specifications not made generally available to other customers receiving substantially the same level of support services, may be purchased under a separate Addendum.

## **EXHIBIT A-4**

### **SERVICE LEVEL AGREEMENT**

Anthology provides this Service Level Agreement ("SLA") for access to the Anthology SaaS subject to the terms and conditions below.

For the avoidance of doubt the Parties agree and acknowledge that the terms specified in this Exhibit A-4 only apply to the Anthology Software as specified in Exhibit A-1 and do not apply to any Anthology Solutions specified in Exhibit B or Exhibit C.

#### **A. Definitions**

The capitalized terms used herein shall have the following meanings:

"Claim" means a claim submitted by Customer to Anthology that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.

"Downtime" means a period of time when Customer is unable to access the Anthology SaaS at the furthest point on Anthology's firewall facing the public Internet, other than as provided in Section H1 below.

"Monthly Uptime Percentage" has the meaning set forth in Section E below.

"Scheduled Downtime" means published maintenance windows or times where Anthology notifies Customer of periods of Downtime for scheduled network, hardware, Anthology SaaS maintenance or Anthology SaaS upgrades at least twenty-four (24) hours prior to the commencement of such Downtime, except for unforeseen emergency maintenance that can be carried out during the next published maintenance window.

"Service Credit" means the percentage of Customer's Monthly Fee, or 1/12<sup>th</sup> of Customer's Annual Fee, as applicable, ("Monthly Service Fee") that is credited to Customer by Anthology for a validated Claim.

"Service Level" means the percentage of Anthology SaaS availability for a given month that Anthology agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

"Service Level Exceptions" has the meaning set forth in Section H below.

#### **B. Availability of Service**

The Anthology SaaS shall be accessible to Customer's authorized users 24 hours per day, 7 days a week, excluding scheduled times for maintenance and updates of Anthology SaaS infrastructure software of which Customer will be notified in advance, and any Downtime due to Internet outages resulting from failures reasonably outside the control of Anthology or Anthology's hosting provider, corruption of Internet route information, major connectivity failures within or between providers, or corruption of internet root level DNS services.

#### **C. Minimization of Planned Service Disruptions**

Whenever conditions reasonably permit, the Parties will mutually agree on the scope, timing, frequency and duration of any planned service disruptions or delays and will jointly attempt to minimize any unnecessary impact on Customer's business operations. Routine daily maintenance will be accomplished whenever possible by scheduling between the hours of 10:00 p.m. and 8:00 a.m. Eastern Time. In addition, longer maintenance will be accomplished when possible on weekends between the hours of 6:00 p.m. ET Saturday and 8:00 a.m. ET Monday, unless Anthology notifies Customer otherwise.

#### **D. Unplanned Service Disruptions**

Downtime may occur from time-to-time. Anthology will use commercially reasonable efforts to attempt to prevent Downtime that could impact Customer's business operations to the extent such factors are within Anthology's reasonable control; provided, Customer acknowledges that conditions of Customer and third parties may affect Customer's use of the Anthology SaaS, for which Anthology shall have no liability or obligations (by way of example and not limitation, Internet disruptions or third party software bugs).

#### E. Monthly Service Level

1. Customer's SaaS Tier will determine which Service Levels are applicable to Customer.
2. The Monthly Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	Minus	Total number of minutes of Downtime in a given calendar month
		Total number of minutes in a given calendar month

#### F. Service Credits

Subject to Section H below and the terms of this SLA, should the Service Level fall below the Monthly Uptime Percentage for a given month, Anthology shall provide a Service Credit as noted in the chart below, in accordance with Customer's SaaS Tier:

Monthly Uptime Percentage	SaaS Tier		
	Standard	Premium	Enterprise
<99.9%	N/A	N/A	10%
<99.7%	N/A	10%	20%
<99.5%	10%	20%	30%
<99.0%	20%	30%	40%
<97.0%	30%	40%	50%
<95.0%	40%	50%	70%

##### Application of Service Credits:

1. A Service Credit will only be issued against the applicable Monthly Service Fee paid by Customer for the Anthology SaaS.
2. A Service Credit is Customer's sole and exclusive remedy for any violation of this SLA.
3. A Service Credit awarded in any calendar month shall not, under any circumstance, exceed Customer's Monthly Service Fee.
4. If the Microsoft Agreement is applicable to Customer, Customer shall not make a claim for Anthology's failure to meet the Service Levels described in this Exhibit if it is making or will make a claim for a comparable Service Level Credit pursuant to the Microsoft Agreement.
5. In the event the Monthly Uptime Percentage for the Anthology SaaS is less than 99.5% for three (3) consecutive calendar months, in addition to all other remedies available to Customer, Customer shall be entitled to terminate this Addendum and any related statement of work to which the Customer is party, as applicable, upon written notice to Anthology with no further liability, expense or obligation to Anthology.

#### G. Claims

1. In order to make a Claim, Customers must be in material compliance with the Agreement and this Addendum and follow the notice and claims procedures of this Exhibit.
2. In order to be eligible to submit a Claim, Customer must first notify Anthology support service of the Claim **within five (5) business days following** such Claim by calling 1-800-483-9106 or emailing support@anthology.com. Customer must provide all reasonable details regarding the Claim, including but not limited to, detailed description of the Claim, the duration, the number of affected users and the locations of such users.
3. Thereafter, Customer must submit the Claim to Anthology support service by calling 1-800-483-9106 or email at support@anthology.com and providing any additional evidence reasonably requested by Anthology to support the Claim (as set forth in sub-section G(2) above), by the end of the month following the month in which the Claim occurs.
4. Anthology will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

5. Anthology will use commercially reasonable efforts to process Claims within 45 days.

**H. Service Level Exceptions for Service Level and Service Credits**

Service Levels and Service Credits are not applicable and/or Anthology will be excused for its failure to meet a Service Level, and such failure will not be used in any calculation of Service Credits for the following circumstances:

1. If Downtime occurs as a result of any of the following:
  - a. a period of time when the Anthology SaaS is not available as a result of Scheduled Downtime; or
  - b. Performance or availability issues that may affect the Anthology SaaS, including:
    - i. Due to factors outside Anthology's reasonable control;
    - ii. That resulted from Customer's or third party hardware, software or services;
    - iii. That resulted from actions or inactions of third parties;
    - iv. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Anthology's network by means of Customer's passwords or equipment.
    - v. That were caused by Customer's use of the Anthology SaaS after Anthology advised Customer to modify its use of the Anthology SaaS, if Customer did not modify its use as advised; or
    - vi. Through Customer's use of beta, trial offers, early access programs and/or demos (as determined by Anthology).
2. No Service Levels or Service Credits apply to the Non-production Environment(s). Anthology will use commercially reasonable efforts to provide system availability during the primary hours of operations; however, in no event will Service Credits to Monthly Service Fees apply for Downtime related to the Non-production Environment(s).
3. The Service Levels solely apply to the Production Environment behind the furthest point of Anthology's firewall facing the public Internet. In accordance with Section 4.3 of the General Terms of the Agreement, any internet or connectivity issue is outside of the scope of the Agreement, this Addendum and the Service Levels.
4. Issues relating to the Anthology Software are covered solely under Exhibit A-3 of this Addendum and are not eligible for Service Credits.
5. If Anthology suspends Customer's right to access or use any portion or all of the Anthology SaaS, Customer will not receive any service credits under this Exhibit A-4 for any period of suspension that occurs in accordance with Section 7 of the General Terms of the Agreement.

## EXHIBIT B

### ILE SOFTWARE LICENSE SCOPE AND FEES

In addition to the General Terms of the Agreement, the following terms shall apply to the ILE Software License (as hereinafter defined). For the avoidance of doubt the Parties agree and acknowledge that the terms specified in this Exhibit only apply to the ILE Software License as specified in this Exhibit and do not apply to any other Anthology Solutions Customer may use (Exhibits A-1, A-2, A-3, A-4 and Exhibit C do not apply to ILE Software License).

#### A. PROVISION OF ILE SOFTWARE LICENSE

1. **Definitions.** In addition to the definitions specified in the General Terms of the Agreement, the following defined terms shall apply to this Exhibit.

"ILE Software License" or "Institutional and Learning Effectiveness Software License" means the assessment, accreditation, planning, analytics, retention, and/or any other modules/programs and their specific components and assistance for each of the following Anthology Software:

Anthology Engage License
Anthology Milestone License
Anthology Academic Economics License
Anthology Student Affairs Assessment
Anthology Course Evaluations

The ILE Software License is designed for collective reporting of Customer Data. This data is reported online to a database hosted and maintained by Anthology that provides secure access for Customer via Customer username(s) and password(s), and in some cases, is designed to be combined with other institutional datasets.

"User/learner" means Customer's employees, representatives, consultants, contractors, volunteers, student, or agents who are authorized to use the ILE Software License subject to and in accordance with the Agreement and this Addendum through user identification and passwords supplied by Customer (or by Anthology at Customer's direction). Any reference to "Users" in the General Terms of the Agreement shall mean "Users" as defined herein for users of the ILE Software License.

2. The following functionality description of the ILE Software License is being provided for informational purposes:

(i) Anthology Engage License:

- Integrate with Customer's student information system (SIS) or enterprise resource planning (ERP) system through secure file transfer protocol (SFTP) or application programming interface (API) methods designed to securely facilitate faculty and staff access to student and operational data
- Allow students to manage and grow their organizations through online tools that allow them to customize their organization profiles, manage rosters, store files and photos, and connect with common social media platforms
- Distribute administrative control across four areas, providing specific administrators the authority to view and manage various settings, submission processes and tools for your department
- Enhance administrative workflows with tools for carrying out online organization and event registration processes, conducting campus-wide elections, and creating financial transparency for student organization leaders
- Customize budget submission processes with configuration of workflow steps, add questions on request forms using a variety of input types, set start and end dates/times for budgeting processes, and define budget template forms
- Broadcast communications and messages to audience using communication tools for mass messaging, and posting to news tickers, message boards, and event calendar
- Spread awareness of opportunities through organization-specific or campus-wide event calendar
- Track program participation by sending out invitations, monitoring RSVP status, and collecting attendance data using card-swipe or barcode readers, or upload data from external systems or paper sign-in sheets
- Use iOS/Android mobile application to track program participation by monitoring RSVP status and collecting attendance data through multiple attendance entry-points at events
- Approve service hours completed by organization members and track the overall economic impact of student community engagement in the local area
- Automate the tracking of student progress across certification programs, curriculums, orientation task assignments, and other student affairs initiatives such as passport programs, first year experiences, and campus-wide experience programs
- Produce co-curricular transcripts that showcase students' areas of involvement, learning experiences, or overall outstanding achievements
- Allow students to discover events and groups around campus from their mobile device
- Align involvement opportunities with institutional, divisional, or departmental learning outcomes
- Export reports for reference and assessment related to organization membership, student participation, event listings, service hour completion, financial transactions, and more

(ii) Anthology Milestone License:

- Manage a library of digital badges including their respective descriptions, criteria, and expiration dates
- Grant access for other organizations outside the Customer to issue badges on Customer's behalf

- Add validity to badge assertions by including outcome statements or external standards alignments
- Invite third parties to endorse Customer's badge templates, organization units, or individual badge awards
- Use a built-in graphical badge designer or upload Customer's own badge designs with custom branding
- Leverage the Open Badges 2.0 standard to record achievement and verification in a shareable format
- Accept badges for learners generated from other platforms that use the Open Badges 2.0 standard
- Award badges to individuals one at a time or to bulk groups via email addresses or QR codes
- Recognize incremental achievement using stackable badge programs built on badge groups and levels
- Encourage or require learners to upload evidence for assessment review to determine met/unmet criteria
- Provide feedback on uploaded artifacts using online comments added to submissions
- Enable learners/Users to showcase their achievements or artifacts online or through various social platforms
- Offer the ability for learners to organize different combinations of work and badges into online collections
- Gather commentary, scores, and endorsements on learner material from internal or third-party reviewers
- Give learners the ability to inventory existing or desired skills, track, and reflect on achievement progress

(iii) Anthology Academic Economics License:

- Utilize proprietary algorithms to calculate certain metrics
- View metrics data and track progress through embedded Power BI dashboards
- Context-specific filters for existing data visualizations to create tailored, report-specific views
- Interact with variables to examine potential impact on operations based on net tuition revenue
- Grant user-specific permissions to control access to campus-wide data

(iv) Anthology Student Affairs Assessment

- Baseline Student Affairs
  - Provide a centralized, accessible location for new assessment activities and data, or upload data from historical datasets, paper assessments, or past national studies
  - Bolster assessment training efforts with content about assessment practices and terminology through a self-paced assessment curriculum and build staff assessment proficiency with training resources
  - Leverage a dedicated assessment consultant who can assist in the planning, design, and administration of Baseline assessment projects
  - Gain access to national and regional member meetings that provide opportunities to network with colleagues and share innovative assessment strategies and best practices
  - Review example assessment projects that have been shared by other Member Campuses
  - Conduct intercept, pulse, or point-of-service assessments using Apple mobile or handheld devices
  - Collect assessment data using robust online surveys and audience feedback tools
  - Gather direct measures of student learning, success, and achievement with rubrics
  - Facilitate panel studies by creating groups of respondents and conducting follow-up analysis
  - Participate in national studies related to areas such as academic advising, campus climate, campus safety, career preparation, civic engagement, mental health, orientation, recreation, wellness, residence life, student conduct, student involvement, and student support
  - View and export open-ended comments for content analysis
  - Analyze data and summarize assessment findings including lessons learned and actions taken
  - Turn data into an exportable format through graphing tools
  - Filter data, save customized data views, and export into a variety of electronic formats
  - Link respondent demographic information with survey data
- Outcomes Student Affairs
  - Programmatically import, retrieve, or remove outcome statements through an application programming interface (API) designed for integration with legacy or learning management systems (LMS)
  - Define templates for collecting outcome statements across the division
  - Customize data collection fields to use terminology and vernacular specific to student affairs
  - Choose which data fields to make required or optional in order to adhere to existing assessment policies
  - Modify the results scale (e.g., not met, partially met, met, etc.) used to gauge student performance
  - Implement industry-standard outcome frameworks for collecting achievement data
  - Capture evidence of student learning and link it to the reporting of outcome achievement
  - Document and report on outcome statements across the student affairs hierarchy
  - Search for outcome statements across a division-wide repository
  - Roll-up student outcome achievement data from any level within the student affairs hierarchy
  - Compare scales of achievement between related areas such as all programs sponsored by a department, or all departments in the division
  - Map departmental outcomes to divisional domains as part of a co-curricular mapping process
  - Document assessment activities for each outcome statement including dates, assessment methods, analysis, and use of results or actions taken
  - Use automatically-generated quality indicators to determine areas where outcome statements may not be well-formed or aligned to their intended measure
- Planning Student Affairs
  - Input strategic goals at the division level
  - Customize information collection forms to match institution-specific workflow processes and terminology
  - Produce strategic plans, annual reports, and assessment plans to document progress toward goals, objectives, and outcomes
  - Provide quick access to role-based assignments using goal or project-specific dashboards
  - Author and store narratives about achievements and improvements at the division, department, or program level
  - Use results to inform planning and decision-making

- Generate reports for senior administrators, trustees, or other audiences using roll-up reporting tools
  - Track review processes and manage workflow based on status, due date, or other data resources
  - Use snapshot views of key areas to determine if programs and services are progressing as expected
- Program Review Student Affairs
  - Utilize the comprehensive library of functional area standards and self-assessment guides published by the Council for the Advancement of Standards in Higher Education, including annual revisions and additions
  - Customize program review templates to match division-specific workflow processes and terminology
  - Author and store narratives about achievements and improvements for the area of self-study
  - Centralize uploaded documents and automatically update references across all linked narratives
  - Provide quick access to role-based assignments using goal or project-specific dashboards
  - Track review processes and manage workflow based on status, due date, or other data resources
  - Generate a completed self-study report for internal or external evaluators, administrators, or other audiences
- (v) Anthology Course Evaluations
  - Integrate with student information system (SIS) or enterprise resource planning (ERP) system through secure file transfer protocol (SFTP) methods designed to securely transfer course, section, student enrollment, and instructor assignment information
  - Administer evaluations through secure login via a learning management system (LMS), other campus portal, or email
  - Customize evaluation instruments by college, department, course, course type, or other attributes
  - Enable students to complete evaluations on workstations, laptops, and mobile or handheld devices (Responsive design)
  - Monitor student responses in near real-time
  - Define the response rate thresholds necessary to release data based on institutional policies
  - Set default report views to standardize the presentation of results to faculty
  - Run longitudinal benchmark reports to compare data between courses and departments
  - Automate the delivery of faculty and administrator reports online
  - Create custom and longitudinal reports for programs, departments, or colleges
  - Ensure results are only reviewed by authorized individuals with highly configurable role and permission rules
  - Create surveys with different foci – students rating faculty, faculty rating students, self-evaluation, peer evaluation
  - Organize and deploy customized experiential and clinical rotation course surveys

## B. ILE SOFTWARE LICENSE SCOPE, AND FEES

Anthology Software	Scope
Anthology Engage™	Included
Anthology Milestone™	Included
Anthology Academic Economics™	Included
Anthology Student Affairs Assessment	1,500 - 3,000 FTEs
Anthology Course Evaluations	1,500 - 3,000 FTEs

	Annual Fees Jul 1, 2022 – Jun 30, 2023	Annual Fees Jul 1, 2023 – Jun 30, 2024	Annual Fees Jul 1, 2024 – Jun 30, 2025	Annual Fees Jul 1, 2025 – Jun 30, 2026	Annual Fees Jul 1, 2026 – Jun 30, 2027
	\$86,000.00	\$87,290.00	\$88,599.00	\$89,928.00	\$91,277.00
<b>TOTAL*</b>	<b>\$86,000.00</b>	<b>\$87,290.00</b>	<b>\$88,599.00</b>	<b>\$89,928.00</b>	<b>\$91,277.00</b>

	Annual Fees Jul 1, 2027 – Jun 30, 2028	Annual Fees Jul 1, 2028 – Jun 30, 2029	Annual Fees Jul 1, 2029 – Jun 30, 2030	Annual Fees Jul 1, 2030 – Jun 30, 2031	Annual Fees Jul 1, 2031 – Jun 30, 2032
	\$92,646.00	\$94,036.00	\$95,447.00	\$96,878.00	\$98,332.00
<b>TOTAL*</b>	<b>\$92,646.00</b>	<b>\$94,036.00</b>	<b>\$95,447.00</b>	<b>\$96,878.00</b>	<b>\$98,332.00</b>

\*Taxes additional.

### C. ADDITIONAL TERMS

In addition to the General Terms of the Agreement, the following terms shall apply to the ILE Software License specified in this Exhibit. For the avoidance of doubt, the Parties agree and acknowledge that the terms specified in this Exhibit only apply to the ILE Software License specified in this Exhibit and do not apply to any other Anthology Solutions Customer may use.

1. Customer Responsibilities for Customer Use of ILE Software License. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the ILE Software License, and notify Anthology promptly of any such unauthorized use; and (iii) be responsible for acquiring and maintaining the software, equipment and communications necessary to connect to the ILE Software License and to download, print and otherwise process data delivered by the ILE Software License. Customer acknowledges and understands that the ILE Software License is not configured to directly or indirectly receive and store any data, or any other information relating to: (a) government issued identifications, including, but not limited to, Social Security Numbers (in whole or in part) and/or Individual Taxpayer Identification Numbers; (b) unauthorized third party content; or (c) personal health information ("PHI"), and that Anthology is neither a "Covered Entity" nor a "Business Associate" (as those terms are defined in Health Insurance Portability and Accountability Act ("HIPAA")). Customer agrees that Anthology may terminate this Addendum immediately, if Customer is found to be in violation of any party of any part of this provision.
2. Technical Support. During the Term, live phone support is available via (716) 270-0000, 8 a.m. – 8 p.m. (EST) M-F. Email support is available via support@campuslabs.com, 8 a.m. - 8 p.m. (EST) M-F. Live chat support is available via engagesupport.campuslabs.com 9 a.m.- 5 p.m. (EST) M-F. Support services specified in Exhibits A-2 and A-3 are not applicable to the ILE Software License.
3. Customer Data in ILE Software. At all times during and after the Term, all Customer Data generated by Customer shall remain the exclusive property of Customer. Customer acknowledges Anthology has the right to use non-personally identifiable Customer Data and User information for purposes of monitoring and supplementing the use of the ILE Software License in an aggregate anonymous manner ("Aggregate Anonymous Data"). Anthology reserves the right to use Aggregate Anonymous Data to: (i) compile statistical and performance information related to the provision and operation of the ILE Software License, and (ii) make such information available to use and to supplement the ILE Software License. However, Anthology's access to Customer Data and User information shall not be disclosed at the individual identifiable level for any commercial purposes not related to the ILE Software License. Anthology retains all intellectual property rights in the Aggregate Anonymous Data and such data shall be deemed as Anthology Proprietary Materials.  
CUSTOMER IS SOLELY RESPONSIBLE FOR ALL CUSTOMER DATA AND OTHER DATA AND INFORMATION PROVIDED TO ANTHOLOGY OR RECEIVED BY OR COLLECTED FROM THE ILE SOFTWARE LICENSE. ANTHOLOGY SHALL NOT BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH CUSTOMER DATA, AND OTHER INFORMATION PROVIDED TO ANTHOLOGY.  
Family Educational Rights and Privacy Act ("FERPA"). In the event Customer is subject to the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the parties agree as follows: (i) Customer appoints Anthology as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1)(i)(B) and as interpreted by the Family Policy Compliance Office, and determines that Anthology has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement and this Addendum; and (ii) Anthology acknowledges that it shall be bound by all relevant provisions of FERPA that are applicable to Anthology, and that personally identifiable information obtained from Customer by Anthology in the performance of this Agreement will not be disclosed to third parties except to fulfill Anthology's responsibilities under the Agreement and this Addendum.
4. Customer Use. Users may use the ILE Software License only for lawful purposes, and any posting or transmission of data or other use of the ILE Software License in violation of any applicable state, federal or other law is strictly prohibited. Upon Customer's request, Anthology shall remove material that it deems harmful, obscene or in any way threatening to the safety, security, and enjoyment of its subscribers. Customer's licensed Users may use the ILE Software License only to access Customer's own data and to fulfill Customer's internal information processing needs. Customer may not sublicense, resell, publish, broadcast all or any portion of the ILE Software License to any person or entity, except as expressly set forth herein. Customer will not provide password or login access to any third-party developer, integrator or contractor to access the ILE Software License. Any third party wishing to have access to the ILE Software License must have documented permission from the Customer and must be granted access directly from Anthology. If Anthology grants access to such third party, Customer shall ensure such third-party contracted by Customer be expressly bound by the confidentiality obligations of the Agreement. Furthermore, such contracted third party are restricted from creating commercially available products and from profiting in any way from any work related to the ILE Software License and Professional Services that may have been performed for Customer, without expressed prior written permission of Anthology.
5. External, Third Party Technology. During the Term, Customer may choose to leverage technical platforms, tools and support from independent third parties to enhance the ILE Software License, such as offerings from Apple, Palm, Facebook, and others (the "Third Parties"). In these cases, certain information provided by Customer to these Third Parties may be transmitted, posted, and/or used by these Third Parties in accordance with the respective terms of the license of such Third Parties and may be

governed under such separate agreements. Anthology is independent of any such Third Parties and makes no representation or warranty concerning them or their actions or technology; all of which shall remain Customer's sole risk and responsibility and Anthology disclaims any and all responsibility or liability in connection therewith.

6. Return of Customer Data. Upon termination or expiration of the Term of the ILE Software License, Anthology shall destroy (and certify such destruction in writing to Customer upon request) all Customer Data and Confidential Information within thirty (30) days of the following quarter, after termination or expiration, from Anthology's main server. Data deletion shall not apply to the extent: (i) Anthology is required by applicable law to retain some or all of the Customer Data; or (ii) Customer Data archival and back-up files except in line with Anthology's data deletion schedule, as permitted under applicable laws.

**EXHIBIT C**  
**ENCOMPASS SOFTWARE SCOPE AND FEES**

In addition to the General Terms of the Agreement the following terms shall apply to the Application Services (as hereinafter defined) specified in this Exhibit. For the avoidance of doubt the Parties agree and acknowledge that the terms specified in this Exhibit only apply to the Application Services specified in this Exhibit and do not apply to any other Anthology Solutions Customer may use (Exhibits A-1, A-2, A-3 and A-4 and Exhibit B do not apply to the Application Services).

**A. PROVISION OF APPLICATION SERVICES.**

"Application Services" means the online, web-based Encompass service, including associated online modules, provided by Anthology via Customer's designated website hosted by Anthology.

Customer's license to use the Application Services extends only to the Application Services described in this Exhibit C as available on the Effective Date. At Anthology's discretion, it may add new, separately priced functionality and/or features to the Application Services for which it charges a supplemental fee. Customer may add such new functionality and/or features to the Application Services upon the execution of a mutually acceptable Order Form or Addendum with agreed upon fees and payment terms, as applicable. Anthology reserves the right to modify the Application Services, its support policies, its security and privacy policies and any other information and/or policies at its sole discretion and without notice.

**B. ADDITIONAL TERMS**

1. **Effect of Termination.** Upon any termination of this Addendum, Anthology shall immediately cease using and promptly destroy (or, at Customer's request, return then destroy) all copies of Content (defined below), transactional data, member or user information, and any other information and materials which belong to Customer with respect to the Application Services.
2. **Content and Customer Data.** Customer shall provide Anthology with text, data, graphics, artwork, designs, audio-visual components, recordings, films, photographs, and other information and materials (the "Content") that Customer considers necessary for the design, development, and support of the Application Services. Subject to the approval of Customer, Anthology may adapt, modify, add to, translate, manipulate, restructure, and reformat the Content as necessary to create, modify, and maintain the Application Services. Customer shall have sole responsibility for securing any necessary rights or permissions from any third party for any Content and for the use of any third-party facility, link, software and feature capabilities of the software structure. The Content, provided such items and/or materials are not available in the public domain, shall be the exclusive property of Customer. Customer's Content rights do not include any rights to Anthology's servers, facilities, or property. In addition to Content as provided above, all transactional data and other member or user information received by or collected from the Application Services shall be the property of Customer. Anthology may monitor use of the Application Services and use Customer Data in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Application Services, and may make such information available to use and to supplement the Application Services, provided that such information does not incorporate Customer data, Customer's constituent data, and/or identify Customer's Confidential Information. Anthology retains all intellectual property rights in such information.

CUSTOMER IS SOLELY RESPONSIBLE FOR ALL CONTENT AND OTHER DATA AND INFORMATION PROVIDED TO ANTHOLOGY OR RECEIVED BY OR COLLECTED FROM THE APPLICATION SERVICES. IN ADDITION, CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF THE ANTHOLOGY'S WEB SERVICES OPTION (WHEN SUCH OPTION IS SUBSCRIBED TO BY CUSTOMER) TO OBTAIN, MANIPULATE AND/OR STORE SUCH CONTENT, DATA, AND INFORMATION. ANTHOLOGY SHALL NOT BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S MEMBERS OR USERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH CONTENT, DATA AND INFORMATION, OR CUSTOMER'S USE OF THE ANTHOLOGY'S WEB SERVICES OPTION.

3. **Data Security; Support; Service Levels for Application Services.**
  - a. Anthology shall: (i) maintain the security and integrity of the Application Services; and (ii) use commercially reasonable efforts to make the Application Services available on a 99% availability basis 24 hours a day, 7 days a week, except for: (a) regularly scheduled maintenance (of which Anthology shall give reasonable advance notice to Customer via the Application Services); or (b) any unavailability caused by circumstances beyond Anthology's reasonable control, including computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Anthology's possession or reasonable control, and network intrusions or denial of service attacks.
  - b. Should an unscheduled Application Services interruption occur, Anthology will use commercially reasonable efforts to bring the Application Services back online within 30 minutes of the time of interruption, regardless of the time or date the service interruption first occurs. Anthology shall maintain a digitally-based escalation procedure to promptly bring any Application Services interruptions to the attention of the appropriate Anthology personnel for response and resolution. In the event of any major Application Services interruption, Anthology will notify Customers as soon as possible as to the extent of the problem and anticipated downtime.
  - c. As part of the Application Services, Anthology will perform daily data backups and maintain industry-standard disaster recovery processes.
  - d. Anthology will provide telephone and email support for the Application Services in accordance with its standard support policies for Signature Support. Phone support is available via (913) 685-5242, 7 a.m. – 7 p.m. (CST) M-F. Email support is available via customersupport@imodules.com. Support services specified in Exhibits A-2 and A-3 are not applicable to the Application Services.

- e. Neither the Agreement nor this Addendum makes any contractual commitment by Anthology for specific Application Services enhancements on behalf of Customer. Anthology may monitor Customer's use of the Application Services to improve the Application Services.
4. Customer Responsibilities.
- a. The Application Services may be used only for lawful purposes. Any posting or transmission of data or other use of the Application Services in violation of any applicable state, federal or other law by Customer, its members or any users is strictly prohibited. This includes, but is not limited to, data that is threatening, obscene, indecent, defamatory, discriminatory or which belongs to a third party (without the permission of such third party). It also includes the posting or transmission of data in violation of export control laws.
  - b. Additionally, Customer expressly agrees that (A) Customer will not, under any circumstances, upload or transmit to Anthology's Services, products or systems any Sensitive Customer Data (as hereinafter defined), Content or other information as defined below; and (B) Anthology's Services, products or systems are not configured to receive, store, or transmit, directly or indirectly, any Sensitive Customer Data, Content or other information as defined below. As used herein, Sensitive Customer Data, Content, or other information consists of (i) any information subject to the Family Educational Rights and Privacy Act ("FERPA") (including any information pertaining to student enrollment, detailed education and academic records); (ii) any government issued identifications, including, but not limited to, Social Security Numbers and Individual Taxpayer Identification Numbers; (iii) any information that constitutes protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA"), or (iv) any unauthorized third party Content. Customer further acknowledges and agrees that that Anthology is neither a "Covered Entity" nor a "Business Associate" under HIPAA. Customer agrees that Anthology may terminate this Addendum immediately, if Customer is found to be in violation of any part of this provision.
  - c. Customer shall not: (i) sublicense, sell, lease, transfer, assign, or otherwise commercially exploit or make the Application Services available to any third party, other than as contemplated by the Agreement and this Addendum; (ii) send spam or otherwise unsolicited messages in violation of applicable laws; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application Services or the data contained therein or block or disrupt any use or enjoyment of the Application Services by any third party; or (vi) attempt to gain unauthorized access to the Application Services or its related systems or networks, including but not limited to vulnerability scanning and penetrations tests for PCI and other compliance matters without written consent from Anthology.
  - d. Customer will notify Anthology in writing or via email of any changes to the contact information of key individuals that are party to this Addendum.
  - e. Customer will not provide password or login access to any individual that Customer reasonably determines is not an employee, independent contractor or volunteer of Customer.
  - f. Customer will not provide password or login access to any third party developer, integrator or contractor to access Anthology's Web Services. Any third party wishing to have access to Anthology's Web Services to access Customers data must license that access ("Web Services Subscription") directly from Anthology.
  - g. Customer is restricted from engaging with third parties/contractors to develop any interfaces, training materials, or derivative works related to the Application Services or Anthology Proprietary Materials without Anthology's expressed written permission. If granted permission, Customer shall ensure that any such third-party/contractors contracted by Customer be expressly bound by Section 10 of the General Terms of the Agreement. Furthermore, such contracted third parties/contractors are restricted from creating commercially-available products and from profiting in any way from any work related to the Application Services that may have been performed for Customer, without expressed prior written permission of Anthology.

5. Fees and Payment.

Fees: The fees for the Application Services are included in the fees set forth in Exhibit A-1.

## SCHEDULE B

### PREVIOUS PRODUCT NAMES

Previous Product Name	Current Product Name
CampusNexus Student	Anthology Student™
CampusNexus Finance, HR, & Payroll	Anthology Finance & HCM™ Anthology Payroll™
CampusNexus Occupation Insight	Anthology Occupation Insight™
Student Verification	Anthology Student Verification™
CampusNexus Engage	Anthology Reach™
CampusNexus Apply	Anthology Apply™
CampusNexus Succeed	Anthology Succeed™
Renee Digital Assistant	Anthology Digital Assistant™
CampusNexus Advance	Anthology Raise™
Campus Labs Engage	Anthology Engage™
Academic Economics	Anthology Academic Economics™
Campus Labs Milestone	Anthology Milestone™
iModules Encompass	Anthology Encompass™
Campus Labs Student Affairs Assessment	Anthology Student Affairs Assessment
Campus Labs Course Evaluations	Anthology Course Evaluations

**Certificate Of Completion**

Envelope Id: BC065FE0B59942ED8E1B2087743B97ED

Status: Completed

Subject: Lakeshore - Agreements

Source Envelope:

Document Pages: 78

Signatures: 4

Envelope Originator:

Certificate Pages: 4

Initials: 0

Yvonne Seoane

AutoNav: Enabled

5201 Congress Avenue

Enveloped Stamping: Disabled

Boca Raton, FL 33487

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

yseoane@anthology.com

IP Address: 73.84.252.242

**Record Tracking**

Status: Original

Holder: Yvonne Seoane

Location: DocuSign

July 6, 2022 | 13:08

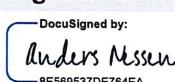
yseoane@anthology.com

**Signer Events**

Anders Nessen

**Signature**

ANessen@anthology.com

**Timestamp**

CFO

Sent: July 6, 2022 | 13:12

AN

Viewed: July 6, 2022 | 13:16

Security Level: Email, Account Authentication  
(None)

Signed: July 6, 2022 | 13:16

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.59.8

**Electronic Record and Signature Disclosure:**

Accepted: July 6, 2022 | 13:16

ID: 603f7a4a-9de9-4707-9706-1bc2736a03b1

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

July 6, 2022 | 13:12

Certified Delivered

Security Checked

July 6, 2022 | 13:16

Signing Complete

Security Checked

July 6, 2022 | 13:16

Completed

Security Checked

July 6, 2022 | 13:16

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Anthology Inc. f/k/a Campus Management Corp. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Anthology Inc. f/k/a Campus Management Corp.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [yseoane@anthology.com](mailto:yseoane@anthology.com)

**To advise Anthology Inc. f/k/a Campus Management Corp. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [yseoane@anthology.com](mailto:yseoane@anthology.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Anthology Inc. f/k/a Campus Management Corp.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [yseoane@anthology.com](mailto:yseoane@anthology.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Anthology Inc. f/k/a Campus Management Corp.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [yseoane@anthology.com](mailto:yseoane@anthology.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Anthology Inc. f/k/a Campus Management Corp. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Anthology Inc. f/k/a Campus Management Corp. during the course of your relationship with Anthology Inc. f/k/a Campus Management Corp..



ANTHOLOGY INC.  
ANTHOLOGY ACADEMY SUBSCRIPTION AGREEMENT

This Subscription ("Subscription") is entered into by and between **Anthology Inc.** ("Anthology") with its principal office at 5201 Congress Avenue, Boca Raton, Florida 33487 and **Lakeshore Technical College** ("Customer") with its principal office at 1290 North Avenue, Cleveland, Wisconsin 53015, as of the 1st day of July, 2022 ("Effective Date"). This Subscription is subject to the Addendum to the Master Agreement for Software As A Service, Software, and Professional Services entered into by Anthology and Customer dated as of June 29, 2022 (the "Addendum") and the General Terms of the Master Agreement for Software As A Service, Software, and Professional Services between Anthology and Southwest Wisconsin Technical College, dated as of June 30, 2020, as amended and revised by the Addendum (the "Master Terms" and collectively with the Addendum, the "Agreement"). The terms and conditions in this Subscription shall control over any conflicting terms, conditions, or pricing in the Agreement. All references to CMC in the Agreement shall be deemed to be references to Anthology.

1. Anthology offers the Anthology Academy Learning Subscriptions as set forth in the attached Exhibit A-2. Subscription levels, offerings, and content may change from time to time, and any updates will be posted at [www.anthology.com/academy](http://www.anthology.com/academy).
2. Customer hereby subscribes to the Anthology Academy Learning Subscription as set forth in the attached Exhibit A-1.

AGREED AND ACCEPTED by the undersigned authorized representatives of the Parties as of the dates set forth below.

**LAKESHORE TECHNICAL COLLEGE**

By: Paul Carlson  
Print: Paul Carlsen  
Title: President  
Date: 06/29/2022

SC

BR

**ANTHOLOGY INC.**

DocuSigned by:

By: Anders Nessen  
Print: 8E569537DE764EA...  
Anders Nessen  
Title: CFO  
Date: July 6, 2022

## EXHIBIT A-1

### TERM, FEES, AND PAYMENT

#### A. TERM

Term: The initial term ("Initial Subscription Term") is set forth for each Subscription in section B below, which Initial Subscription Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Subscription Term," and collectively with the Initial Term referred to as the "Term"), unless either Party provides written notice of termination at least sixty (60) days prior to the end of the then-current term.

Termination Fee: If Customer terminates this Subscription for convenience by providing written notice to Anthology in accordance with the Agreement, or if Anthology terminates this Subscription for a breach by Customer in accordance with the Agreement at any time during the Term, then Anthology shall retain all payments and Customer shall promptly pay to Anthology all amounts it is obligated to pay under this Exhibit for the remainder of the Term.

#### B. SUBSCRIPTION LEVEL AND FEES

Customer may access the Anthology Academy for the Anthology Software, Subscription Level, and Annual Fees set forth below.

Anthology Software	Anthology Academy Subscription Level	Initial Subscription Term (per Software)	Annual Fees Jul 1, 2022 – Jun 30, 2023	Annual Fees Jul 1, 2023 – Jun 30, 2032
Anthology Student	Enhanced Plus	July 1, 2022 – June 30, 2032	included	included
Anthology Finance & HCM	Enhanced Plus	July 1, 2022 – June 30, 2032	included	included
Anthology Raise Anthology Encompass	Enhanced Plus	July 1, 2022 – June 30, 2032	included	included
Anthology Reach Anthology Apply Anthology Succeed	Enhanced Plus	July 1, 2022 – June 30, 2032	included	included
<b>TOTAL</b>			<b>\$7,374.00</b>	<b>\$17,697.60</b>

#### C. PAYMENT

Payment: Annual Fees are payable annually beginning on each Term start date above. Anthology will bill Customer for the Subscription and Customer shall pay Anthology in full on or before the thirtieth (30) day following the date of the invoice. If Customer falls into arrears on payments, Anthology may require Customer to maintain a deposit as a condition to Anthology continuing to provide the Subscription services.

## EXHIBIT A-2

### SUBSCRIPTION LEVELS

Anthology offers the following Anthology Academy Learning Subscriptions. Subscription levels, offerings, and content may change from time to time, and any updates will be posted at [www.anthology.com/academy](http://www.anthology.com/academy)

<b>Essential</b>	<b>Enhanced</b>	<b>Enhanced Plus</b>
<ul style="list-style-type: none"> <li>• On-Demand Implementation</li> <li>• On-Demand Initial Administrator Training</li> <li>• On-Demand Product Overviews</li> <li>• Learning Platform Features <ul style="list-style-type: none"> <li>• Self-Registration and/or Bulk Account Upload</li> <li>• Course Catalog</li> </ul> </li> </ul>	<p>ESSENTIAL level offering plus:</p> <ul style="list-style-type: none"> <li>• On-Demand Calendar Specific Trainings</li> <li>• On-Demand Video Tutorials</li> <li>• On Demand New Administrators/power users Training</li> <li>• On-Demand Additional Admin Training</li> <li>• Instructor-Led Topical Trainings (Product Specific)</li> <li>• Facilitated Roundtables</li> <li>• On-Demand Fundamentals Training</li> <li>• On-Demand Best Practice and Educational Webinars</li> <li>• Learning Platform Features <ul style="list-style-type: none"> <li>• Assessments</li> <li>• </li> <li>• Module-Based Learning Plans</li> <li>• Role-Based Learning Plans</li> <li>• Periodic Usage Reports</li> </ul> </li> </ul>	<p>ENHANCED level offering plus:</p> <ul style="list-style-type: none"> <li>• Instructor-Led Calendar Specific Training)</li> <li>• Instructor-Led New Administrators/power users Training</li> <li>• Instructor Hosted Group Study Hall (Topical)</li> <li>• Instructor-Led Fundamentals Training</li> <li>• Instructor-Led Best Practice and Educational Webinars</li> <li>• Badges (and ultimately certifications)</li> <li>• Learning Platform Features <ul style="list-style-type: none"> <li>• Discussion Forums</li> <li>• Administrator Access/Privileges to Manage Content</li> <li>• Ability to Publish Customer-Specific Content to the Platform</li> <li>• Ability to Create Custom Learning Plans and Assign to Users</li> <li>• Ability to Create Custom Assessments</li> <li>• On-Demand Usage and Custom Reports</li> </ul> </li> </ul>

<b>Essential</b>	
On-Demand Implementation	Online, on-demand content to guide new users through the set-up of their Anthology Software and essential functionality.
On-Demand Initial Administrator Training	Online, on-demand content to instruct administrators on how to use the Anthology Software.
On-Demand Product Overviews	Online, on-demand content designed to introduce Customer to products or share with additional administrators or stakeholders on campus.

<b>Enhanced</b>	
On-Demand Calendar Specific Trainings	Online, on-demand content designed to align with the campus calendar, such as year-end, new semester, and other specific timelines per product.
On-Demand Video Tutorials	Online, on-demand short recorded trainings on specific Anthology Software functionality.
On Demand New Administrators/power users Training	Online, on-demand content for new administrators/power users on campus. Content is intended for customers that have already implemented the Anthology Software.
On-Demand Additional Admin Training	Online, on-demand content for additional administrators who may have different access levels than power users.
Instructor-Led Topical Trainings (Product Specific)	Live training on specific functionality within the Anthology Software. Multiple Enhanced Plus customers can attend. Customer registration is via calendar on the learning platform.
Facilitated Roundtables	Instructor facilitated group discussions around best practices, training, and other content.
On-Demand Fundamentals Training	Online, on-demand comprehensive refresh training for customers looking to improve their understanding and usage of the Anthology Software.
On-Demand Best Practice and Educational Webinars	Online, on-demand webinars featuring best practice recommendations for product use, training, and other educational content.

<b>Enhanced Plus</b>	
Instructor-Led Calendar Specific Trainings	Live training offered to align with campus calendar, such as year-end, new semester, and other specific timelines per product. Multiple Enhanced Plus customers can attend. Customer registration is via calendar on learning platform.
Instructor-Led New Administrators/power users Training	Live training for new administrators/power users on campus. Specific for Campuses that have already implemented the Anthology Software. Multiple Enhanced Plus customers can attend. Customer registration is via the calendar on the learning platform.
Instructor Hosted Group Study Hall (Topical)	Live instructor facilitated group training on specific topics. Customer registration is via the calendar on the learning platform.
Instructor-Led Fundamentals Training	Live refresh training for Customers looking to improve their understanding and usage. Multiple Enhanced Plus customers can attend. Customer registration is via the calendar on the learning platform.
Instructor-Led Best Practice and Educational Webinars	Online, on-demand webinars featuring best practice recommendations for product use, training, and other educational content. Multiple Enhanced Plus customers can attend. Customer registration is via the calendar on the learning platform.
Training Discussion Board Access	Monitored forum to support community building and on-going training needs. Customer may access via the learning platform.
Skill Achievement Badges	Badges to recognize skills achieved and product knowledge obtained.

**Certificate Of Completion**

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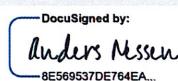
**Signer Events**

Anders Nessen

ANessen@anthology.com

CFO

AN

Security Level: Email, Account Authentication  
(None)**Signature****Timestamp**

Sent: July 6, 2022 | 13:12

Viewed: July 6, 2022 | 13:16

Signed: July 6, 2022 | 13:16

**Electronic Record and Signature Disclosure:**

Accepted: July 6, 2022 | 13:16

ID: 603f7a4a-9de9-4707-9706-1bc2736a03b1

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July 6, 2022 | 13:16

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Security Checked

July 6, 2022 | 13:16

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Anthology Inc. f/k/a Campus Management Corp. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Anthology Inc. f/k/a Campus Management Corp.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [yseoane@anthology.com](mailto:yseoane@anthology.com)

**To advise Anthology Inc. f/k/a Campus Management Corp. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [yseoane@anthology.com](mailto:yseoane@anthology.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Anthology Inc. f/k/a Campus Management Corp.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [yseoane@anthology.com](mailto:yseoane@anthology.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Anthology Inc. f/k/a Campus Management Corp.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [yseoane@anthology.com](mailto:yseoane@anthology.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Anthology Inc. f/k/a Campus Management Corp. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Anthology Inc. f/k/a Campus Management Corp. during the course of your relationship with Anthology Inc. f/k/a Campus Management Corp..

**ADDENDUM TO THE  
ADDENDUM TO THE MASTER AGREEMENT FOR SOFTWARE AS A SERVICE, SOFTWARE,  
AND PROFESSIONAL SERVICES BETWEEN**

**ANTHOLOGY INC. AND**

**SOUTHWEST WISCONSIN TECHNICAL COLLEGE**

**Purpose of Addendum: Add Anthology Accreditation**

This Addendum, effective upon the mutual execution by the parties hereunder, is incorporated into and made a part of the Addendum to the Master Agreement for Software As A Service, Software, and Professional Services between **Anthology Inc. f/k/a Campus Management Corp.** ("Anthology") and **Lakeshore Technical College** ("Customer"), dated as of July 6, 2022 (the "Lakeshore Addendum"). All references in the Agreement to CMC shall be deemed to be references to Anthology. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Lakeshore Addendum. The Lakeshore Addendum shall be amended, as follows:

**Anthology Solution**

1. Customer is hereby authorized to use the ILE Software License, Anthology Accreditation, for the scope set forth below. Accordingly, the one-time Implementation Fee and the incremental Annual Fees for the product listed below, based on the addition of Anthology Accreditation, beginning August 1, 2022, is as follows:

ILE Software License	Scope
Anthology Accreditation	included

	Implementation Fee
<b>TOTAL</b>	\$1,875.00

	Prorated Annual Fees Aug 1, 2022 – Jun 30, 2023	Annual Fees Jul 1, 2023 – Jun 30, 2024	Annual Fees Jul 1, 2024 – Jun 30, 2025	Annual Fees Jul 1, 2025 – Jun 30, 2026	Annual Fees Jul 1, 2026 – Jun 30, 2027
	\$6,875.00	\$7,612.50	\$7,726.70	\$7,842.60	\$7,960.25
<b>TOTAL*</b>	<b>\$6,875.00</b>	<b>\$7,612.50</b>	<b>\$7,726.70</b>	<b>\$7,842.60</b>	<b>\$7,960.25</b>

	Annual Fees Jul 1, 2027 – Jun 30, 2028	Annual Fees Jul 1, 2028 – Jun 30, 2029	Annual Fees Jul 1, 2029 – Jun 30, 2030	Annual Fees Jul 1, 2030 – Jun 30, 2031	Annual Fees Jul 1, 2031 – Jun 30, 2032
	\$8,079.65	\$8,200.85	\$8,323.85	\$8,448.70	\$8,575.45
<b>TOTAL*</b>	<b>\$8,079.65</b>	<b>\$8,200.85</b>	<b>\$8,323.85</b>	<b>\$8,448.70</b>	<b>\$8,575.45</b>

\*Taxes additional.

2. Full payment of the one-time Implementation Fee is due and payable with an executed copy of this Addendum. The recurring Annual Fees, as amended by the above total, will continue to be billed in accordance with the Agreement.
3. The terms of Exhibit B of the Lakeshore Addendum shall apply to the ILE Software License set forth above.

4. The following functionality description of the ILE Software License is being provided for informational purposes:
  - Integrate with campus-wide authentication systems for single sign-on capabilities using a variety of protocols and methods
  - Assist accreditation progress by collecting narratives, uploading evidence, and managing submission workflow
  - Upload self-study reports, faculty credentials, and all supporting documentation to a private and secure website
  - Utilize up-to-date and pre-loaded templates for regional, national, or program-specific agencies for accreditation submission
  - Grant user-specific permissions to specific reports or entire areas of the site
  - Assign due dates and track progress
  - Customize workflow statuses and narrative review judgements
  - Enable internal and external reviewers to view self-study reports and documentation anytime, anywhere
  - Preview reports and all associated artifacts by downloading a local archival copy
  - Provide accreditation agencies or evaluators with a USB flash drive loaded with an archival copy of your report and all associated artifacts
  - Promote the upkeep of internal standards by requiring departments to submit interim reports as a part of maintaining compliant practices and procedures between renewal years
5. The terms and pricing in this Addendum shall expire if not executed by Customer by August 31, 2022.

This Addendum is deemed effective upon acceptance at Anthology's principal offices. Except as expressly stated herein, all other terms of the Lakeshore Addendum, as amended, remain unchanged and in full force and effect.

**LAKESHORE TECHNICAL COLLEGE**

By: Paul Carlsen  
 Print: Paul Carlsen  
 Title: President  
 Date: 08/31/2022

*PC* *BR*

**ANTHOLOGY INC.** Designed by:

By: Anders Nessen  
8E569537DE784EA...  
 Print: Anders Nessen  
 Title: CFO  
 Date: September 6, 2022

**Certificate Of Completion**

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Initials: 0

Yvonne Seoane

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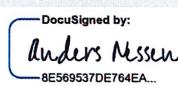
**Signer Events**

Anders Nessen

ANessen@anthology.com

CFO

AN

Security Level: Email, Account Authentication  
(None)**Signature**Signature Adoption: Pre-selected Style  
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Sent: September 6, 2022 | 14:05

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Signed: September 6, 2022 | 16:52

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Accepted: September 6, 2022 | 16:52

ID: 46a77f21-5c1b-4002-bc73-616c7ec3b17e

Yvonne Seoane

yseoane@anthology.com

Senior Paralegal

Anthology Inc.

Security Level: Email, Account Authentication  
(None)**Completed**

Using IP Address: 136.226.59.14

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Security Checked

September 6, 2022 | 14:06

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